EXECUTION COPY

EXHIBIT D

ASSET PURCHASE AGREEMENT

by and between

PARTSEARCH TECHNOLOGIES, INC.

as Seller

and

ELDIS, INC.

as Purchaser

Dated as of January 27, 2011

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of January 27, 2011 (the "Execution Date"), is by and between Partsearch Technologies, Inc., a Delaware corporation ("Seller"), and ELDIS, Inc., a corporation organized under the laws of Nova Scotia ("Purchaser"). In this Agreement, Seller and Purchaser are hereinafter collectively referred to as the "Parties."

RECITALS

A. Seller is engaged in the business of selling parts for electronics, appliances and other items, and offering customer support services for retailers, in each case through the internet or via telephone (the "Business").

B. On the date hereof, Seller shall commence a case under Chapter 11 of the Bankruptcy Code by filing a voluntary petition for relief ("Seller Chapter 11 Case") with the Bankruptcy Court. Purchaser's purchase of substantially all of Seller's assets will occur pursuant to an order of the Bankruptcy Court authorizing Seller to consummate this Agreement and all transactions required or contemplated hereunder. The Seller Chapter 11 Case is an integral part of Purchaser's agreement hereunder.

C. Upon the terms and subject to the conditions contained in this Agreement, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase and acquire from Seller, all of Seller's right, title and interest in and to certain assets pursuant to Sections 105, 363 and 365 of the Bankruptcy Code.

AGREEMENT

In consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Recitals. The recitals set forth above are incorporated by reference and are expressly made part of this Agreement.

Section 1.2. Definitions. The definitions set forth on Schedule 1.2 shall apply to and constitute part of this Agreement, the Schedules and all Exhibits attached hereto.

Section 1.3. Other Terms. As used in this Agreement, any reference to any federal, state, local, or foreign law, including any applicable Legal Requirement, will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, or neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. References to "this Agreement" shall include all Exhibits, Schedules and other agreements, instruments or other documents attached hereto. The words "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. References in this Agreement to Articles, sections, Schedules or Exhibits are to Articles or sections of, Schedules or Exhibits to, this Agreement, except to the extent otherwise specified herein. References to the consent or approval of any Party mean the written consent or approval of such Party, which may be withheld, conditioned or delayed in such Party's sole and absolute discretion, except to the extent otherwise specified herein. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. Any agreement, instrument or statute defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and are not part of this Agreement and do not in any way limit or modify the provisions of this Agreement and shall not affect the interpretation hereof. Unless otherwise specified herein, payments that are required to be made under this Agreement shall be paid by wire transfer of immediately available funds to an account designated in advance by the Party entitled to receive such payment. All references to "dollars" or "$" or "US$" in this Agreement means U.S. dollars.

Section 1.4. Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party hereto because of the authorship of any provision of this Agreement.

Section 1.5. Time. Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. The time limited for performing or completing any matter under this Agreement may be extended or abridged by an agreement in writing by the Parties. All references herein to time are references to prevailing Eastern time, unless otherwise specified herein.

ARTICLE II
AGREEMENT OF PURCHASE AN SALE

Section 2.1. Purchase and Sale of Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, free and clear of Encumbrances (other than Permitted Encumbrances and Assumed Liabilities), all right, title and interest in, to and under all of the assets, properties, rights and claims of Seller of any nature whatsoever used in or necessary for the operation of the Business (other than the Excluded Assets), whether real or personal, tangible or intangible, vested or unvested, contingent or otherwise, wherever located, and all goodwill associated therewith (the "Purchased Assets"), including:

(a) All Contracts identified on Schedule 2.1(a) (provided that Purchaser may, subject to Section 2.5(c),upon notice to Seller, at any time on or before the Closing Date, add any Contract to Schedule 2.1(a) Contracts and remove any Contract from Schedule 2.1(a), and all rights and obligations arising out of or relating to such Contract) to the extent such Contracts may be assumed and assigned under Section 365 of the Bankruptcy Code (such Contracts, subject to such additional or removal, the "Assumed Contracts");

(b) all Systems and any other Equipment described on Schedule 2.1(b);

(c) all Software, including the Software described on Schedule 2.1(c);

(d) all Intellectual Property Rights, including all Domain Names, of Seller, including all Domain Names set forth on Schedule 3.6(i) and any other Intellectual Property described on Schedule 3.6(i) (such Intellectual Property Rights including Software, collectively, "Business IP");

(e) all Books and Records (provided that Seller may, in its discretion and at its sole expense, retain one copy of the Books and Records, for the sole purpose of the Seller Chapter 11 Case, winding down its operations and performing the Seller's obligations under the Transition Services Agreement);

(f) all goodwill associated with the Business;

(g) all supplies, goods, materials, work in progress, properties, rights and other assets used or held for use by Seller in connection with the Business;

(h) all telephone numbers and fax numbers used in the Business, including those listed on Schedule 2.1(i) to the extent such numbers may be assumed and assigned under Section 365 of the Bankruptcy Code or are otherwise transferrable to Purchaser;

(i) all unfulfilled sales orders as of the Closing Date (the "Open Sales Orders");

(j) the Nondebtor Subsidiary Purchased Assets; and

(k) all Permits to the extent transferable after giving effect to the Sale Order.

Section 2.2. Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign, convey or deliver the Excluded Assets to Purchaser or any Affiliate of Purchaser, and Seller or an Affiliate thereof, as applicable, shall retain all right, title and interest to, in and under the Excluded Assets and neither Purchaser nor any Affiliate of Purchaser shall have any Liability therefor. "Excluded Assets" shall mean the following assets, properties and rights of Seller:

(a) any and all rights of Seller under this Agreement;

(b) all Accounts Receivable;

(c) all Avoidance Actions of Seller;

(d) all Deposits;

(e) all rights to refunds, credits, deposits or prepayments or the equivalent owing to Seller from any taxing authority;

(f) any and all of Seller's rights, title and interest in any litigation, claims, causes of action whether known or unknown, asserted or unasserted, for any action, conduct, or omissions arising prior to the Closing Date;

(g) the Excluded Contracts and any and all rights thereunder;

(h) the Retained Books and Records; provided, that prior and subsequent to the Closing Date, Purchaser shall have the right to make copies of any portions of the Retained Books and Records to the extent that such portions relate to, are relevant to, or were used prior to the Closing Date in connection with the operation of, the Business or any of the Purchased Assets;

(i) any cash or cash equivalents and all bank accounts of Seller (including, for this purpose, all collected funds (including checks), at or prior to 12:01 a.m., prevailing Eastern time on the Closing Date received by Seller (including in a lockbox of Seller);

(j) all Deposits under this Agreement, any Excluded Contract or for workers' compensation collateral;

(k) all assets of Seller related to or under any Employee Benefit Plans;

(l) insurance proceeds, claims and causes of action with respect to or arising in connection with (A) any contract which is not included within the Purchased Assets, (B) any item of tangible or intangible property not included within the Purchased Assets, or (C) any Excluded Liability;

(m) all claims under Seller's insurance policies, and all proceeds from claims under insurance policies;

(n) all Equipment other than the Equipment set forth on Schedule 2.1(b);

(o) any equity interest held by Seller in any Person;

(p) the assets, properties and rights set forth on Schedule 2.2(m); and

(q) any intercompany obligations owing to Seller.

Section 2.3. Condition of Conveyance. Without limiting the provisions of this Agreement relating to the Closing, the sale, transfer, assignment, conveyance or delivery of the Purchased Assets shall be effected (a) by appropriate instruments of transfer, bills of sale, endorsements, assignments and deeds, in recordable form as appropriate and (b) free and clear of any and all Encumbrances other than Permitted Encumbrances and Assumed Liabilities.

Section 2.4. Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall consist of (i) cash in an amount equal to the sum of $2,875,000 (such cash amount, the "Cash Purchase Price") and (ii) assumption of the Assumed Liabilities.

Section 2.5. Assumption of Liabilities. On the Closing Date, Purchaser shall assume and agree to pay, perform and discharge when due, the Assumed Liabilities, but only to the extent not paid, performed or discharged by Seller on or prior to the Closing Date. Other than the Assumed Liabilities, Purchaser is not assuming and shall not be liable for any liabilities or obligations of Seller or any Affiliate of Seller. For purposes of this Agreement, "Assumed Liabilities" shall mean the following Liabilities only (to the extent not paid at or prior to the Closing):

(a) in addition to the liabilities set forth in Sections 2.5(b) and (c) below, all liabilities and obligations of Seller under the (i) Assumed Contracts and (ii) Permits that constitute Purchased Assets, in each case, to the extent relating to and arising after the period commencing on or after the Closing Date;

(b) all liabilities relating to Open Sales Orders transferred to Purchaser;

(c) cure amounts owing under any of the Assumed Contracts as of the Closing Date to be paid as a condition to Seller's assignment to Purchaser of any Assumed Contract, but subject and limited to the specific amounts expressly as set forth in Schedule 2.1(a) (collectively, such scheduled costs, or other amounts that Purchaser expressly agrees in writing to pay which are not scheduled, the "Cure Costs"); provided however that Purchaser shall have the right to amend Schedule 2.1(a) anytime prior to the Closing Date to include one or more Contracts to the list of Assumed Contracts subject to (i) Purchaser agreeing to pay such amount(s), if any, as agreed to between Purchaser and the non-debtor contract party to cure defaults under section 365(b) of the Bankruptcy Code or (ii) in the event that the Purchaser and such non-debtor contract party cannot agree upon such cure amount, then Purchaser agreeing to pay the cure amount(s), if any, as determined by order of the Bankruptcy Court following a hearing to address the disputed cure claim; providing further however that, in the event that there is a dispute and the Bankruptcy Court determines that the required cure cost is higher than Purchaser otherwise agrees to pay as a cure cost, then such Contract shall be excluded from the list of Assumed Contracts.

(d) all liabilities and obligations relating to and arising from the Purchased Assets or the operation of the Business, but only to the extent relating to and arising after the period commencing on or after the Closing Date and the Purchaser's operation of the Business post-closing;

(e) all liabilities and obligations for warranty liabilities, repairs, replacements, returns, allowances and rebates with respect to products sold, or services provided, by the Business, but only to the extent relating to and arising after the period commencing on or after the Closing Date and the Purchaser's operation of the Business post-closing;

(f) Taxes relating to the Business or the Purchased Assets to the extent relating to and arising after the period commencing on or after the Closing Date.

Section 2.6. Excluded Liabilities. Notwithstanding anything contained in this Agreement to the contrary, neither Purchaser nor any of its Affiliates will assume or agree or undertake to pay, satisfy, discharge or perform in respect of, and will not be deemed by virtue of the execution and delivery of this Agreement or any document delivered at the Closing pursuant to this Agreement, or as a result of the consummation of the transactions contemplated by this Agreement, to have assumed, or to have agreed to pay, satisfy, discharge or perform in respect of, any liability, obligation, indebtedness or Income Taxes of Seller or its Affiliates or of any other Person or in any way relating to the Business, the Purchased Assets or otherwise (whether primary or secondary, direct or indirect, known or unknown, absolute or contingent, matured or unmatured, or otherwise) other than and limited to the Assumed Liabilities (such liabilities and obligations retained by Seller or any Affiliate of Seller or of any other Person or as otherwise excluded hereunder, including all liabilities and obligations with respect to the Excluded Assets, being referred to herein as the "Excluded Liabilities"). Seller, an Affiliate of Seller or any other Person, as applicable, shall retain and remain solely liable for all of the Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, the term "Excluded Liabilities" includes, without limitation:

(a) all liabilities or obligations of Seller or any Affiliate owing to any current or former Affiliates, directors, officers, employees, personnel, independent contractors, agents or other representatives of Seller, any Affiliate, or its or their agents or representatives, including claims for salaries, benefits, compensation arising under any agreement and/or applicable Law (including the Work Adjustment and Retraining Notification Act of 1988, as amended ("WARN")) and, without limiting the foregoing, Purchaser and its Affiliates shall not be deemed a successor employer of Seller and its Affiliates under any agreement and/or applicable Law;

(b) all liabilities or obligations relating to any compensation or benefits of any current or former director, officer, personnel, independent contractor, agent, or other representative of Seller or any Affiliate or arising under any Employee Benefit Plan, including all retirement, severance, deferred compensation, incentive, stock option, vacation, sick leave, bonus, commission, unemployment, partnership or other payments, distributions or benefits payable to or accrued in favor of such Persons on, prior to or after the Closing Date, whether or not pursuant to any Employee Benefit Plan and whether or not such Persons become personnel (including as independent contractors) of Purchaser or an Affiliate of Purchaser;

(c) all liabilities or obligations relating to any Excluded Asset;

(d) all liabilities or obligations relating to any claim of any third party, including any customer or supplier, against Seller or any Affiliate or otherwise arising out of the ownership or operation of the Purchased Assets or the conduct or operation of the Business or the activities of Seller or any Affiliate in connection with the Purchased Assets or the Business prior to the Closing (other than relating to those liabilities expressly being assumed as Assumed Liabilities hereunder and subject to the limitations provided for in this Agreement);

(e) all liabilities or obligations relating to any lease of real property;

(f) all liabilities or obligations of Seller or its stockholders (or members) or any Affiliate for Taxes and all liabilities or obligations for Taxes relating to the Business or the Purchased Assets prior to Closing;

(g) all Liabilities relating to or arising out of product liability or similar Claims by Persons with respect to products sold by Seller or any Affiliate prior to the Closing;

(h) all liabilities and obligations for warranty liabilities, repairs, replacements, returns, allowances and rebates with respect to products sold, or services provided, by the Business, to the extent relating to, or arising from, the period prior to the Closing Date;

(i) all liabilities or obligations relating to any other assets, operations, products, businesses or activities of Seller or any Affiliate that are not part of the Business, the Purchased Assets or the Assumed Liabilities;

(j) all liabilities and obligations relating to the failure of Seller or any Affiliate to comply with any "bulk sales," "bulk transfer" or similar Law;

(k) all liabilities and obligations for legal or accounting fees and any other expenses incurred by Seller or any Affiliate in connection with this Agreement or consummation of the transactions contemplated herein, including any fees, expenses or other payments incurred or owed by Seller or any Affiliate to any agent, broker, investment banker or other firm or Person retained or employed by Seller or any Affiliate in connection with the transactions contemplated herein; and

(l) all liabilities or obligations to pay cure costs with respect to Assumed Contracts in excess of the Cure Costs.

Section 2.7. Procedures for Assumption of AgreementsSubject to the terms and conditions of this Agreement and the entry of the Sale Order, at the Closing and pursuant to section 365 of the Bankruptcy Code, Seller shall assume and assign to Purchaser the Assumed Contracts, subject to provision of adequate assurance as may be required under Section 365 of the Bankruptcy Code. Consistent with the Sale Procedures Order, if requested by the Purchaser, Seller will commence and prosecute to conclusion, in expedited proceedings before the Bankruptcy Court, objection(s) to the cure cost(s) claimed by the counterparty to any Contract.

(b) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effect the assignment or transfer of any Purchased Asset if (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach thereof or in any way adversely affect the rights of Purchaser thereunder and (b) the Bankruptcy Court shall not have entered an Order providing that such Necessary Consent is not required under applicable Law. In such event, Seller will use their best efforts to obtain the Necessary Consents, at their cost and expense, with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Purchaser as Purchaser may reasonably request. To the extent that Seller cannot obtain such Necessary Consent prior to Closing, Purchaser shall have the right, but not the obligation, to designate such Purchased Asset as an "Excluded Asset" hereunder, with a corresponding reduction in Cash Purchase Price as mutually agreed upon by the Parties, in which event (and only in which event) such Consent shall not be deemed a Necessary Consent for purposes of the condition set forth in Section 6.1(e). Once Consent for the sale, transfer, assignment, conveyance or delivery of any such asset not sold, transferred, assigned, conveyed or delivered at the Closing is obtained, Seller shall promptly transfer, assign, convey and deliver such asset to Purchaser at no additional cost, other than remittance of an amount equal to the reduction in Cash Purchase Price applicable to such asset. Except as otherwise expressly provided in this Section 2.7(b), the condition set forth in Section 6.1(e) shall apply to all Necessary Consents.

(c) At the Closing, Seller shall assume and assign to Purchaser the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order, subject to provision of adequate assurance as may be required under Section 365 of the Bankruptcy Code and payment of the Cure Costs in respect of the Assumed Contracts. All Cure Costs as and to the extent provided for herein in respect of Assumed Contracts shall be borne by Purchaser.

(d) If following the Closing, Seller receives or becomes aware that it holds any asset, property or right which constitutes a Purchased Asset, then Seller shall transfer such asset, property or right to Purchaser as promptly as practicable for no additional consideration.

(e) If following the Closing, Purchaser receives or becomes aware that it holds any asset, property or right which constitutes an Excluded Asset, then Purchaser shall transfer such asset, property or right to Seller as promptly as practicable for no additional consideration.

Section 2.8. Purchase Price DepositSeller and Purchaser have on the date hereof entered into the Escrow Agreement, and Purchaser shall on the next Business Day after the date hereof deposit with the Escrow Holder, by wire transfer of immediately available funds, as an earnest good-faith money deposit and security for the performance of Purchaser's obligations under this Agreement, an amount equal to $300,000 (the "Purchase Price Deposit"). The Purchase Price Deposit shall be held by the Escrow Holder in a segregated escrow account in accordance with the terms and conditions of the Escrow Agreement and this Agreement. The parties shall bear equally the fees and costs of the Escrow Holder.

(b) At the Closing, the Purchase Price Deposit (and interest thereon accrued, if any) shall be credited and applied toward the Cash Purchase Price.

Section 2.9. Purchase Price Allocation.The Purchase Price (and all other capitalizable costs) will be allocated for Tax purposes (the "Allocation") among the Purchased Assets in accordance with IRC Section 1060 as mutually agreed upon by Purchaser and Seller. Purchaser shall submit a proposed allocation to Seller not more than thirty (30) days after the Closing and such proposed allocation shall be subject to consent from Seller, which consent shall not be unreasonably withheld. Seller shall have thirty (30) days from notice of such proposed allocation to object thereto. Any such objection shall be made by notice and shall specify, in reasonable detail, the specific areas of Seller's disagreement with Purchaser's proposed allocation and the reasons therefor. Any items of Purchaser's proposed allocation that Seller does not timely object to in accordance with the preceding sentence shall be deemed final and shall be binding upon the Parties. The Parties shall report, act and file Tax Returns (including, but not limited to Internal Revenue Service Form 8594) in all respects and for all purposes consistent with the agreed upon Allocation. No party hereto shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the Allocation unless required to do so by applicable law.

ARTICLE III
REPRESENTATIONS AN WARRANTIES OF SELLER

Purchaser hereby acknowledges and agrees that, except as otherwise expressly provided herein, Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets. As of the date hereof and as of the Closing Date, Seller represents and warrants to Purchaser as follows:

Section 3.1. Corporate Status. Seller is duly organized and validly existing under the laws of its jurisdiction of organization. Seller has all requisite corporate power and authority to own, lease, develop and operate the Purchased Assets and to carry on its business as now being conducted (subject to the provisions of the Bankruptcy Code).

Section 3.2. Power and Authority. Subject, in the case of the obligation to carry out the Transaction, to the entry of the Sale Order, Seller has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Subject to the entry of the Sale Order, the execution, delivery and performance by Seller of this Agreement and the consummation of the Transaction have been duly and validly authorized by all requisite corporate action on the part of Seller and no other proceeding on the part of Seller is necessary to authorize this Agreement and to consummate the Transaction.

Section 3.3. Conflicts Under Constituent Documents or Laws. Neither the execution and delivery of this Agreement by Seller, nor the consummation by Seller of the transactions contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of Seller's certificate or articles of incorporation or by-laws, or of any statute or administrative regulation, or of any Order, writ, injunction, judgment or decree of any court or Governmental Authority or of any arbitration award to which Seller is a party or by which Seller is bound, in each case, subject to the effect of applicable bankruptcy law and the Sale Order.

Section 3.4. Consents. Except as set forth on Schedule 3.4, the execution, delivery and performance by Seller of this Agreement does not, and the consummation by Seller of the Transaction will not require Seller to make any filing with or give notice to, or obtain any Consent from, any Governmental Authority or other third party, other than the Sale Order.

Section 3.5. Purchased Assets. Except as disclosed in Schedule 3.5, Seller has (or, with respect to the Nondebtor Subsidiary Purchased Assets, will have at Closing) good, valid and marketable title to the Purchased Assets, free and clear of all Encumbrances, except for Permitted Encumbrances and those Encumbrances that will be removed, released or otherwise rendered unenforceable at or prior to Closing. Upon the sale of the Purchased Assets on the Closing Date, Purchaser, or its assignee, pursuant to the Sale Order, shall be the owner thereof and hold good, valid and marketable title thereto, free and clear of all Encumbrances (other than Permitted Encumbrances), to the maximum extent permitted under Sections 105 and 363 of the

Bankruptcy Code and other applicable law. The Purchased Assets, collectively, constitute all of the assets, property, rights and systems of Seller used or held for use in, necessary for or otherwise relating to the conduct or operation of the Business, and are sufficient for the continued conduct of the Business after the Closing Date in the same manner as the Business has been conducted in the Ordinary Course.

Section 3.6. Intellectual Property Rights. Schedule 3.6(i) sets forth a true and complete list and summary description of all registered Patents, applications for registration of Patents, registered Marks, applications for registration of Marks, registration of Copyrights, application for registration of Copyrights and Domain Names owned by Seller (collectively, "Registered IP"), and any other material Intellectual Property Rights owned by Seller (such Registered IP and material Intellectual Property Rights, together with all other Intellectual Property Rights owned by the Seller the "Owned IP"). Where applicable, the following is provided for each item listed on Schedule 3.6(i): owner's name, registration number, serial number or other identification, the applicable jurisdiction and the registration and/or filing date. Schedule 3.6(ii) contains a true and complete list of all licenses, sublicenses or agreements or other instruments involving the Intellectual Property Rights of Seller, including (i) licenses by Seller to any Person of any Intellectual Property Rights, and (ii) all licenses by any other Person to Seller of any Intellectual Property Rights (except with respect to generally available "off-the-shelf" software) (each a "License"). Except as set forth in Schedule 3.6(iii), each such License is a valid and binding agreement enforceable in accordance with its terms. With respect to each License, except as has resulted solely from Seller's commencement of the Bankruptcy Cases, there is no default (or event that with the giving of notice or passage of time could constitute a default) by Seller or, to Seller's Knowledge, the other party thereto. There are no pending claims or Claims with respect to any License and, to Seller's Knowledge, no such claims or Claims have been threatened or asserted. Schedule 3.6(i) and Schedule 3.6(ii), taken together, are a true and complete list of all Intellectual Property of Seller, and is all the Business IP, including all Owned IP, and Intellectual Property licensed to Seller by another Person. Except as set forth on Schedule 3.6(i) or Schedule 3.6(iii):

(a) all Owned IP is valid, subsisting and enforceable;

(b) Seller is not violating, nor has Seller violated, any intellectual property or other proprietary information or rights of another Person, and no Claim is pending concerning any claim or position that Seller has violated any intellectual property or other proprietary information or rights of another Person, nor has to Seller's Knowledge any such Claim or claim been threatened or asserted;

(c) no Claim is pending concerning the Owned IP, including any Claim concerning a claim or position that the Owned IP has been violated or is invalid, unenforceable, unpatentable, unregisterable, cancelable, not owned or not owned exclusively by Seller, nor has any such Claim or claim been threatened or asserted;

(d) to Seller's Knowledge, no Person is violating any Owned IP;

(e) Seller owns or otherwise holds valid rights to use all Business IP;

(f) Seller has made all filings and payments required to maintain in subsistence all Registered IP, including filings to confirm, record, evidence and effect ownership of and title to the Registered IP in Seller; and

(g) Seller has taken reasonable measures to secure and protect the secrecy and confidentiality of all Trade Secrets, including data and databases.

Section 3.7. Software and Systems.

(a) Except as set forth on Schedule 3.7(a), all Software and Systems developed by or for, or licensed or made available to Seller and Related to the Business substantially conform to all functional, design and performance specifications therefor, and are free from any material programming error (including any virus, Trojan horse, corruptant, back-door, malicious code, defect or bug) which can cause the interruption or cessation of operation, or otherwise materially impairs the Software and Systems from consistently operating substantially in the manner for which they are intended.

(b) Seller has implemented industry "best practices" to ensure the physical and electronic protection of its Systems, Software, websites and information assets from unauthorized disclosure, use or modification. Other than as set forth in Schedule 3.7(b) since October 9, 2009, there has been no material breach of security involving any Systems, Software, websites or information assets of Seller. Since October 9, 2009, all data which has been collected, stored, maintained or otherwise used by Seller has been collected, stored, maintained and used in accordance with Seller's privacy policies and applicable U.S. and foreign Laws, guidelines and industry standards in all material respects. Seller has not since October 9, 2009 received a notice of material noncompliance with its privacy policies or applicable data protection laws, rules, regulations, guidelines or industry standards. Seller's privacy policy or policies, and the periods such policy or policies have been in effect are set forth in Schedule 3.7(b). Seller's privacy policies are and have, while such websites have been operational, been available on all Seller websites at all times during the periods indicated on Schedule 3.7(b). Seller's privacy practices conform, and since October 9, 2009 have conformed, in all material respects to their privacy policies.

Section 3.8. Brokers. No person has acted as a broker on behalf of Seller in connection with the consummation of the transaction contemplated by this Agreement, and Seller has not incurred or become liable for any broker's commission or finder's fee which would or may become payable by Purchaser relating to or in connection with the transactions contemplated by this Agreement, and Seller shall indemnify and hold Purchaser harmless from and against any liability with respect to any and all such commissions and fees.

Section 3.9. Litigation. Except as set forth on Schedule 3.9, there is no pending or, to Seller's knowledge, threatened, action, suit, proceeding, claim, opposition, challenge, charge or investigation before any court or other Governmental Authority affecting any of the Purchased Assets, Assumed Liabilities or, except as would not reasonably be expected to have a Material Adverse Effect, the Business, or that relates to this Agreement or any other agreement, document or instrument to be executed and delivered by Seller pursuant thereto. There are no outstanding judgments, writs, injunctions, orders, decrees or settlements that apply, in whole or in part, to the Purchased Assets, the Assumed Liabilities or the Business, or that restrict the ownership or use of the Purchased Assets, the Assumed Liabilities or the Business in any way.

Section 3.10. Compliance with Law. Except as set forth in Schedule 3.10, Seller is in compliance in all material respects with all Laws, orders and settlements applicable to the conduct or operations of the Business.

Section 3.11. Financial Statements.

(a) Seller has previously delivered to Purchaser (i) information regarding revenue and payable amounts of Seller for the month ended November 30, 2010 (the "Financial Information") and (ii) the unaudited balance sheet of Seller as of September 30, 2010 and the unaudited income statement and statement of cash flows of Seller for the period ended September 30, 2010 (the "Interim Financial Statements"). The Interim Financial Statements have been prepared in accordance with GAAP applied on a consistent basis (except, in the case of Interim Financial Statements, for the absence of footnotes) and except as set forth on Schedule 3.11 present fairly in all material respects the financial position, results of operations, cash flows and changes in stockholders equity of Seller as of the dates and for the periods presented therein.

(b) Seller keeps such books, records and accounts as are necessary or appropriate to run the Business, and all such books, records and accounts are accurate and complete and are maintained in accordance with good business practice and all Laws except where the failure to so maintain or keep such books would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.12. Absence of Certain Changes or Events. Except for the Seller's Chapter 11 Case and as set forth on Schedule 3.12, since November 11, 2010, (i) Seller has in all material respects operated the Business in the Ordinary Course of Business, (ii) Seller has not taken, or agreed to take, any of the actions set forth in Section 5.8 hereto, (iii) there has not occurred any event or condition that, individually or in the aggregate, has had or is reasonably likely to have a Material Adverse Effect on the Business or the Purchased Assets, (iv) the Business has not suffered the loss of service of any officers, directors, employees, consultants, independent contractors or agents of Sellers who are material, individually or in the aggregate, to the operations or conduct of the Business and (v) there has been no material damage to or loss or theft of any of the Purchased Assets (whether or not covered by insurance).

Section 3.13. Customers and Suppliers. Except as set forth on Schedule 3.13, since November 11, 2010, there has not been and there exists no actual or, to Seller's Knowledge, threatened termination, cancellation or limitation of, or modification to or change in, the business relationship between (a) Seller, on the one hand, and any customer or customers, on the other hand, whose agreements with Seller are, individually or in the aggregate, material to the Business or the Purchased Assets, or (b) Seller, on the one hand, and any supplier, on the other hand whose agreements with Seller, are individually or in the aggregate, material to the Business or the Purchased Assets.

Section 3.14. Permits. Schedule 3.14 sets forth a true and complete list of all permits, licenses, authorizations, approvals, entitlements, accreditations, certifications, franchises, consents, orders and registrations of all Governmental Authorities which are necessary for Seller to own, lease, manage or operate the Business (collectively, the "Permits"). The Permits are valid and in full force and effect, and Seller is in compliance with the terms of the Permits except where a failure for such Permits to be in full force and effect or noncompliance would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any Permit which is material to the Business.

Section 3.15. Contracts.

(a) Schedule 3.15(a) sets forth a true and complete list of all Contracts of Seller that are material to the Business (the "Material Contracts")

(b) Seller has delivered to Purchaser a correct and complete copy of each Assumed Contract or in the case of an oral Assumed Contract, a correct and complete summary thereof. To the Knowledge of the Seller, each Assumed Contract is a legal, valid and binding agreement of Seller, enforceable in accordance with its terms subject, as to the enforcement of remedies, to the applicable provisions of bankruptcy law and to equitable principles of general applicability and is in full force and effect, and will, subject and subsequent to the entry of the Sale Order and Seller's assumption of such Assumed Contract in the Seller's Chapter 11 Case, continue to be legal, valid and binding, enforceable and in full force and effect. Except as set forth on Schedule 3.15(b), (x) Seller has performed, in all material respects, the obligations required to be performed by it under such Assumed Contract, (y) Seller is in not in material default or breach of any Assumed Contract, (z) no party to any Assumed Contract has given Seller notice of its intention to cancel, terminate or fail to renew any Assumed Contract, (xx) to Seller's Knowledge, there is no material default by any other party to any Assumed Contract and (yy) Seller has not assigned, delegated or otherwise transferred, or entered into any agreement to so assign, delegate or otherwise transfer, any of its rights or obligations with respect to any Assumed Contract.

Section 3.16. Taxes. Seller has timely filed all Tax Returns that it was required to file and has paid all Tax shown thereon as owing. There are no liens for Taxes (other than for current Taxes not yet due and payable) on any of the Purchased Assets. Except as set forth on Schedule 3.16, there are no examinations, audits or inquiries pending of any Tax Return of Seller. No deficiency with respect to Taxes relating to the Business and/or the Purchased Assets has been proposed, asserted or assessed in writing or otherwise against Seller, and there are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax Returns required to be filed with respect to Seller. Seller has not requested any extension of time within which to file any Tax Return, which Tax Return has not yet been filed. Except as set forth on Schedule 3.16, Seller is not bound by any agreement in respect of Taxes.

Section 3.17. No Misleading Statements. The representations and warranties made by Seller in this Agreement, including the Exhibits and Schedules hereto, do not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

As of the date hereof and as of the Closing Date, Purchaser represents and warrants to Seller as follows:

Section 4.1. Corporate Status. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

Section 4.2. Validity. Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder (subject, in the case of the obligation to carry out the Transaction, to the entry of the Sale Order). The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transaction have been duly and validly authorized by all requisite corporate action on the part of Purchaser, and no other corporate proceeding on the part of Purchaser is necessary to authorize this Agreement and to consummate the Transaction. This Agreement has been duly and validly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by all parties hereto and thereto other than Purchaser) constitutes (or will constitute) valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms (subject, in the case of the obligation to car out the Transaction, to the entry of the Sale Order).

Section 4.3. Consents. The execution, delivery and performance by Purchaser of this Agreement does not, and the consummation by Purchaser of the Transaction will not require Purchaser to make any filing with or give notice to, or obtain any Consent from, any Governmental Authority, other than the Sale Order.

Section 4.4. Broker Fees. Purchaser has not incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with the Transaction that would be payable by Seller.

Section 4.5. Resources. At the Closing, Purchaser will have sufficient funds available to pay the Cash Purchase Price.

Section 4.6. Investigation. Purchaser acknowledges and affirms that it has completed its own independent investigation, analysis and evaluation of the Purchased Assets, that it has made such reviews and inspections of the Purchased Assets as it deems commercially reasonable, necessary and appropriate, and that in making its decision to enter into this Agreement and consummate the Transaction, it has relied on its own investigation, analysis, and evaluation with respect to all matters without reliance upon any express or implied representations or warranties other than those expressly set forth in this Agreement, upon which it has relied.

ARTICLE V
COVENANTS

Section 5.1. Closing Documents. The Parties shall proceed diligently and in good faith to attempt to settle, on or before the Closing Date or such earlier date as may be expressly set forth herein, the contents of all Closing Documents to be executed and delivered by Seller and Purchaser.

Section 5.2. Matters Requiring Notice.

(a) Seller, on the one hand, and Purchaser, on the other hand, shall promptly notify the other of:

(i) any written notice or other written communication received by Seller, in the case of Seller, or Purchaser, in the case of Purchaser, from any Person alleging that the Consent of such Person is or may be required in connection with the Transaction;

(ii) any inaccuracy of any representation or warranty of such Party contained in this Agreement at any time that would make such representation or warranty false in any material respect; and

(iii) any breach of any covenant or agreement of such Party contained in this Agreement at any time.

(b) Notwithstanding anything to the contrary in this Agreement, delivery of any notice pursuant to Section 5.2(a) and any access to or provision of information (including pursuant to Section 5.4) shall not modify any of the representations, warranties, covenants or agreements of the Parties (or rights or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

Section 5.3. Supplement to Disclosure Schedules. From time to time prior to the Closing, Seller shall have the right (but not the obligation) to propose to Purchaser any supplement or amendment the Disclosure Schedules hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each a "Schedule Supplement"), and, upon receipt by Seller of written approval by Purchaser of such Schedule Supplement, each such Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the Disclosure Schedules as of the Closing Date; provided, however, that in the event such event, development or occurrence which is the subject of the Schedule Supplement constitutes or relates to something that has had a Material Adverse Effect, then Purchaser shall have the right to terminate this Agreement pursuant to Section 9.1(e); provided, further, that if Purchaser has the right to, but does not elect to terminate this Agreement within two (2) Business Days of its receipt of such Schedule Supplement, then Purchaser shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter under any of the conditions set forth in Section 6.1.

Section 5.4. Access to Information/Confidentiality/Preservation of Books and Records.

(a) From the Execution Date until the earlier of (i) termination of this Agreement and (ii) the Closing, Purchaser shall be entitled, through its Representatives (including their legal advisors and accountants), to make such investigation of Seller, the Purchased Assets and the Assumed Liabilities and such examination of the Books and Records as it reasonably requests and to make extracts and copies of such Books and Records. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice in a manner that minimizes disruption to the business, operations and activities of Seller. Seller shall use their reasonable best efforts to cause their Representatives to cooperate with Purchaser and its Representatives in connection with such investigation and examination. Notwithstanding anything to the contrary contained herein, Purchaser shall not be entitled to access or examine any information which Seller reasonably determines (i) is protected by attorney-client privilege, work-product or any other similar privilege or doctrine or (ii) the disclosure of which is prohibited pursuant to any Contract or applicable Law.

(b) From and after the Closing and for so long as the Bankruptcy Case is pending or twelve (12) months after Closing, whichever period is shorter, Purchaser agrees to provide Seller with reasonable access to Books and Records (and allow Seller to make extracts and copies of such Books and Records during such access) solely in connection with the wind down of the Seller Chapter 11 Case or any other proceeding or action relating thereto at Seller's sole cost and expense. Any such access shall be during regular business hours upon reasonable advance notice and in a manner that minimizes disruption to the business, operations and activities of Purchaser, including Purchaser's operation of the Business. Notwithstanding anything to the contrary contained herein, Seller shall not be entitled to access or examine any information which Purchaser reasonably determines (i) includes trade secrets or other proprietary information, (ii) is protected by attorney-client privilege, work-product or any other similar privilege or doctrine, (iii) the disclosure of which is prohibited pursuant to any Contract or applicable Law, or (iv) includes customer names or pricing information.

Section 5.5. Disclaimer of Additional Warranties. Purchaser hereby acknowledges and agrees that, except as set forth in Article III, Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets (including, without limitation, income to be derived or expenses to be incurred in connection with the Purchased Assets, the physical condition of any personal property comprising a part of the Purchased Assets or which is the subject of any Assumed Contract, the environmental condition or other matter relating to the physical condition of any real property or improvements which are the subject of any Lease to be assumed by Purchaser at the Closing or any other real property or improvements comprising a part of the Purchased Assets, the zoning of any such real property or improvements, the value of the Purchased Assets (or any portion thereof), the transferability of Purchased Assets, the terms, amount, validity, collectability or enforceability of any Claim, Assumed Contract, the title to the Purchased Assets (or any portion thereof), or any other matter or thing relating to the Purchased Assets or any portion thereof). **Without in any way limiting the foregoing, except as set forth in Article III Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Purchased Assets**. Purchaser further acknowledges that Purchaser has conducted an independent inspection and investigation of the physical condition of all portions the Property and all such other matters relating to or affecting the Purchased Assets as Purchaser deemed commercially reasonable, necessary and appropriate and that in proceeding with its acquisition of the Purchased Assets, Purchaser is doing so based solely upon such independent inspections and investigations. **Accordingly, except only for the representations and warranties set forth in Article III (which do not survive the Closing), Purchaser will accept the Purchased Assets at the Closing "AS IS, "WHERE IS," and "WITH ALL FAULTS." Without limiting the generality of the immediately foregoing, except for the representations and warranties specifically contained in Article III, Seller hereby expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute, or otherwise, relating to the condition of the assets of Seller; it being the intention of the Parties that the Purchased Assets are to be accepted by Purchaser in their present condition and state of repair.**

Section 5.6. Required Approvals.

(a) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, the Parties shall use reasonable best efforts to cooperate and take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable (subject to any applicable Legal Requirement) to consummate the Closing and the Transaction as promptly as practicable including, but not limited to the preparation and filing of all forms, registrations and notices required pursuant to any applicable Legal Requirement to be filed to consummate the Closing and the Transaction and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, Consents, releases, orders, licenses, Permits, qualifications, exemptions or waivers by any third party or Governmental Authority.

(b) The Parties shall use reasonable best efforts to take all reasonable steps as may be necessary to obtain an approval from, or to resolve any Legal Proceeding by, any Governmental Authority, whether by judicial or administrative action, challenging this Agreement or the consummation of the Transaction or the performance of obligations hereunder under any antitrust law.

Section 5.7. Publicity. Seller shall not (and shall cause its Representatives not to) issue any press release or make any public announcement concerning this Agreement or the Transaction prior to filing of the Sale Motion. Subsequent to such time, except as required by applicable Legal Requirement, including any Order by the Bankruptcy Court in connection with any filings by Seller in any proceedings before the Bankruptcy Court or in connection with the Auction, Seller shall not (and shall cause its Representatives not to) issue any press release or make any public announcement concerning this Agreement or the Transaction without having (i) provided Purchaser at least two (2) Business Days to review and comment on such release or announcement and (ii) received Purchaser's written consent to issue such press release or make such announcement which consent shall not be unreasonably withheld or delayed.

Section 5.8. Preservation of the Business and the Purchased Assets Pending Closing. Subject to the orders of the Bankruptcy Court, Seller agrees that, between the date of this Agreement and the Closing Date, Seller shall operate the Business in the Ordinary Course and Seller shall use its reasonable best efforts to (i) preserve and protect the Purchased Assets and the business operations of the Business, (ii) comply in all material respects with all applicable Laws and (iii) preserve its current relationship with the customers, clients, contractors and others having business dealings with respect to the Business. Nothing herein should oblige Seller to pay any claims arising prior to the commencement of the Seller Chapter 11 Case, except as otherwise required by order of the Bankruptcy Court. Without limiting the generality of the foregoing, Seller shall not, without the prior written consent of Purchaser:

(a) grant a participation or security interest in, mortgage, pledge or otherwise encumber or subject to an Encumbrance any of the Purchased Assets, other than Encumbrances that arise in the ordinary course of business consistent with past practice and shall be released by virtue of the Sale Order;

(b) sell, lease or transfer any Purchased Asset to any Person;

(c) amend, modify, cancel or waive any of their rights under any Assumed Contract;

(d) (i) abandon or cancel any of the Business IP, or otherwise take or permit third parties under its control to take any action, or omit to take any action, which could reasonably be expected to have an adverse effect on the validity, enforceability or value of any Business IP or Purchaser's rights therein and thereto after the Closing or (ii) sell or assign its interest in, grant any license under, or enter into any other agreement with respect to any Business IP;

(e) waive any rights relating to any of the Business, the Purchased Assets or the Assumed Liabilities; or

(f) commit to any of the foregoing.

Section 5.9. Transfer of Nondebtor Subsidiary Purchased Assets. Prior to the Closing, Seller shall cause (i) Partsearch Technologies, Inc. (Canada), a company organized under the laws of the Province of British Columbia, and (ii) Partstore, LLC, a Delaware limited liability company (together, the "Nondebtor Subsidiaries"), to sell, transfer, assign, convey and deliver to Seller, free and clear of Encumbrances (other than Permitted Encumbrances and Assumed Liabilities), all right, title and interest in, to and under all of the assets, properties, rights and claims of the Nondebtor Subsidiaries of any nature whatsoever (other than Excluded Assets), whether real or personal, tangible or intangible, vested or unvested, contingent or otherwise, wherever located, and all goodwill associated therewith (the "Nondebtor Subsidiary Purchased Assets").

Section 5.10. Employee Related Liabilities.

(a) Seller shall remain obligated after the Closing Date for any obligation or liability of Seller to any personnel of Seller or its Affiliates which arises prior to the Closing Date, including but not limited to all accrued but unpaid vacation leave, sick time and personal days of such personnel and any and all employee compensation or Employee Benefit Plan obligations or otherwise. Purchaser shall not assume any employee compensation and/or Employee Benefit Plan obligations or other terms and conditions of employment for any such personnel or otherwise.

(b) Seller shall bear sole responsibility for any Liabilities under WARN with respect to the termination of the employment of any personnel. On and after the date hereof, Seller shall not effect a "plant closing" or "mass layoff" (as those terms are defined by WARN) with respect to the Business without notifying Purchaser in advance and obtaining advance approval from Purchaser, and complying with all provisions of WARN.

Section 5.11. Unscheduled Contracts. Prior to the assumption, assignment, and/or rejection of any Contract not listed on Schedule 3.15(a) that relates to the Purchased Assets or the Business, Seller shall provide Purchaser with five (5) Business Days notice of its intent to so assume, assign, and/or reject such Contract, and Purchaser shall be provided with an opportunity to designate such contract as an "Assumed Contract" hereunder at no additional cost and, if after the Closing Date, Seller shall, at its costs and expense, file a motion to transfer such Contract(s) to Purchaser as if such Contract(s) were included in the schedule of Assumed Contracts prior to the Closing Date. To the extent reasonably practicable, Purchaser and Seller shall work cooperatively to identify such Contracts prior to the Sale Hearing to allow the request to treat such contract as an Assumed Contract to be addressed at the Sale Hearing, subject to section 2.5(c) of this Agreement.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.1. Conditions for Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction or waiver in writing by Purchaser, at or before the Closing, of each of the following conditions:

(a) All of the covenants and agreements in this Agreement to be complied with or performed by Seller on or before the Closing Date shall have been complied with and performed in all material respects (without giving effect to any limitation as to materiality set forth therein).

(b) The representations and warranties of Seller shall be true and correct except as would not individually or in the aggregate constitute, or be reasonably likely to result in, a Material Adverse Effect (without giving effect to any limitation as to materiality set forth therein) as of the date of this Agreement and as of the Closing Date as if made on the Closing Date (except for any representation or warranty made as of a specified date, which shall be true and correct in all respects except as would not individually or in the aggregate constitute, or be reasonably likely to result in, a Material Adverse Effect (without giving effect to any limitation as to materiality set forth therein) as of such specified date).

(c) No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any applicable Legal Requirement (including any Order) which is in effect and has the effect of making the Transaction illegal or otherwise restraining or prohibiting consummation of the Transaction and which is not satisfied or resolved or preempted by the Sale Order.

(d) The Bankruptcy Court shall have entered: (i) the Sale Procedures Order no later than February 14, 2011 and (ii) a Sale Order no later than March 14, 2011.

(e) All Necessary Consents shall have been obtained in form and substance satisfactory to Purchaser, and copies of all such Consents shall have been delivered by Seller to Purchaser.

(f) Subject to Section 2.5(c), Seller shall have assumed and assigned to Purchaser the Assumed Contracts for which Purchaser has provided adequate assurance of future performance under such Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order.

(g) Since the date of this Agreement, there shall not have been any theft, damage or destruction of a material portion of the Purchased Assets.

(h) From the date hereof to the Closing Date, there shall have been no change that has had a Material Adverse Effect on the Purchased Assets or the Business each considered as a whole, and Seller shall have delivered to Purchaser a certificate, dated as of the Closing Date, executed on behalf of each Seller, by an authorized executive officer thereof, certifying in such detail as Purchaser may reasonably request that the conditions specified above have been fulfilled.

(i) The transfer to Seller of the Nondebtor Subsidiary Transferred Assets pursuant to Section 5.8 shall have occurred, and evidence thereof shall have been delivered to Purchaser in form and substance reasonably satisfactory to Purchaser.

(j) The Closing shall occur no later than the Outside Date.

(k) The deliveries described in Section 7.2 shall have been made.

Section 6.2. Conditions for Seller. The obligations of Seller to consummate the Closing are subject to the satisfaction or waiver in writing by Seller, at or before the Closing, of each of the following conditions:

(a) All of the covenants and agreements in this Agreement to be complied with or performed by Purchaser on or before the Closing Date shall have been complied with and performed in all material respects (without giving effect to any limitation as to materiality set forth therein).

(b) The representations and warranties of Purchaser set forth in Article IV shall be true and correct in all material respects (without giving effect to any limitation as to materiality set forth therein), in each case, as of the date of this Agreement and as of the Closing Date as if made on the Closing Date (except for any representation or warranty made as of a specified date, which shall be true and correct in all material respects (without giving effect to any limitation as to materiality set forth therein) as of such specified date).

(c) No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any applicable Legal Requirement (including any Order) which is in effect and has the effect of making the Transaction illegal or otherwise restraining or prohibiting consummation of the Transaction and which is not satisfied or resolved or preempted by the Sale Order.

(d) The Bankruptcy Court shall have entered: (i) the Sale Procedures Order no later than February 14, 2011 and (ii) Sale Order no later than March 14, 2011.

(e) All requisite clearances or Consents by any Governmental Authority under any antitrust or trade regulation laws shall have been obtained.

(f) The Closing shall occur no later than the Outside Date.

(g) The deliveries described in Section 7.3 shall have been made.

ARTICLE VII
CLOSING

Section 7.1. Closing Arrangements. The consummation of the Transaction (the "Closing") shall take place at 10:00 a.m. within two Business Days following the date on which all of the conditions set fort in Article VI have been satisfied or waived (other than any conditions that can only be satisfied as of the Closing, but subject to the satisfaction or waiver of such conditions), but in no event later than the Outside Date (the "Closing Date"), at the offices of Brown Rudnick LLP, at 7 Times Square, New York, NY, or at such other time or place as may be mutually agreed to by the Parties.

Section 7.2. Seller's Deliveries. On or before the Closing Date, Seller shall deliver or cause to be delivered the following items and documents to Purchaser, with each such document to be effective as of the Closing:

(a) a certificate, dated as of the Closing Date, representing and certifying that the conditions set forth in Section 6.1 have been fulfilled, duly executed by Seller;

(b) escrow instructions to the Escrow Agent, instructing the disbursement at Closing of the Purchase Price Deposit to Seller, duly executed by Seller;

(c) the Bill of Sale, duly executed by Seller;

(d) the Assignment of Marks and Names, duly executed by Seller;

(e) the Assignment and Assumption Agreement, duly executed by Seller;

(f) the Transition Services Agreement, duly executed by Seller;

(g) copies of resolutions of the boards of directors of Seller, authorizing the execution, delivery and performance hereof by Seller, certified by authorized officers and dated the Closing Date;

(h) a certified copy of the Sale Order;

(i) an incumbency and specimen signature certificate with respect to the officers of Seller executing this Agreement and the other documents to be executed in connection with the transactions contemplated by this Agreement; and

(j) right to possession of Purchased Assets including keys, locks, safe combinations, passwords, access codes and otherwise required to obtain immediate control of the Purchased Assets.

Section 7.3. Purchaser's Deliveries. On or before the Closing Date, Purchaser shall deliver or cause to be delivered the Purchase Price and the following items and documents to Seller, with each such document to be effective as of the Closing:

(a) a certificate, dated as of the Closing Date, representing and certifying that the conditions set forth in Section 6.2 have been fulfilled, duly executed by Purchaser;

(b) escrow instructions to the Escrow Agent, instructing the disbursement at Closing of the Purchase Price Deposit to Seller, duly executed by Purchaser;

(c) pay to Seller, by wire transfer of immediately available funds, the Cash Purchase Price, less the Purchase Price Deposit;

(d) an incumbency and specimen signature certificate with respect to the officers of Purchaser executing this Agreement and the other documents to be executed in connection with the transactions contemplated by this Agreement;

(e) the Assignment and Assumption Agreement, duly executed by Purchaser; and

(f) the Transition Services Agreement, duly executed by Purchaser.

Section 7.4. Tax Matters.

(a) In accordance with Section 1146(a) of the Bankruptcy Code, the making or delivery of any instrument or transfer, including the filing of any deed or other document of transfer to evidence, effectuate or perfect the right, title and interest contemplated by this Agreement, shall be in contemplation of a plan of reorganization to be confirmed in the Seller Chapter 11 Case, and such shall be free and clear of any and all transfer tax, stamp tax or similar taxes (collectively, the "Transfer Taxes"). Such instrument, order and agreement transferring the Purchased Assets to the Purchaser, shall contain the following endorsement:

> "Because this instrument has been authorized pursuant to an order of the United States Bankruptcy Court for the Southern District of New York, in contemplation of a plan of reorganization of the Debtor, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. §1146(a)."

Notwithstanding the foregoing, in the event any Transfer Tax or similar taxes are payable hereunder to a U.S. Governmental Authority, such Transfer Taxes shall be borne by Seller. Any and all Transfer Taxes payable hereunder to a Canadian Governmental Authority shall be borne by Purchaser.

(b) Purchaser and Seller shall furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information in their possession and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, Claim for refund or other filings relating to Tax matters, or in connection with any Tax audit or other Tax proceeding.

ARTICLE VIII
BANKRUPTCY COURT APPROVAL

Section 8.1. Sale Process. As promptly as practicable following the execution of this Agreement, but in no event later than five (5) Business Days after the later of the date of this Agreement and the Petition Date, Seller shall file with and seek approval of the Bankruptcy Court (the "Sale Motion") seeking orders (A)(i) Approving Auction Procedure and related Bid Protections (in the form attached hereto as Exhibit E, "Sale Procedure Order"); (ii) scheduling a hearing to consider the sale of the Purchased Assets ("Sale Hearing") and (B) authorizing and approving (i) the sale of the Purchased Assets free and clear of liens, claims and encumbrances; and (iii) the assumption of certain executory contracts and unexpired leases (in the form attached hereto as Exhibit F, "Sale Order"). Seller shall use its reasonable best efforts to obtain prompt entry of the Sale Procedures Order and Sale Order. The Sale Order and the Sale Procedure Order shall at all times be in form and substance reasonably acceptable to the Purchaser, provided, however that the Sale Order attached hereto as Exhibit F and the Sale Procedures Order attached hereto as Exhibit E are deemed to be in form and substance acceptable to the Purchaser; and provided further however that any modifications to (i) the Sale Order concerning this Agreement, the Purchased Assets and the Purchaser's rights and obligations hereunder and (ii) the Sale Procedure Order concerning this Article 8 shall, in the case of each order and each proposed modification, be in form and substance acceptable to the Purchaser.

Section 8.2. Certain Bankruptcy Undertakings. Subject to the Sale Procedures Order and the Auction, without limiting the other obligations of the parties hereunder, each of Seller and Purchaser agrees to use reasonable best efforts to do such further acts and things and to execute and deliver such additional agreements and instruments as may reasonably be required to consummate, evidence, confirm or obtain Bankruptcy Court approval of the sale of the Purchased Assets or any other agreement contemplated hereby and to consummate the transaction contemplated hereby. Purchaser shall provide reasonable adequate assurances as required under the Bankruptcy Code with respect to any Assumed Contracts along with payment of all Cure Costs due thereunder, as and to the extent provided for herein, provided, however, that Purchaser shall not be required to pay any deposits or any additional consideration in connection therewith. In the event the Sale Order is appealed, Seller and Purchaser shall use their respective reasonable best efforts to defend such appeal. If an appeal is taken, or a stay pending appeal is requested from the Sale Order or the Sale Procedures Order, then Seller shall promptly notify Purchaser of such appeal or stay request and provide to Purchaser a copy of the relevant notice of appeal or order of stay. Seller shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either or such orders.

Section 8.3. Break-Up Fee. Subject to the entry by the Bankruptcy Court of the Sale Procedures Order approving the Break-Up Fee and the terms and conditions for the payment thereof, in consideration for Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of the assets of Seller, in the event that Seller enters into an agreement approved by the Bankruptcy Court for an Alternative Transaction or the Seller elects to terminate the Agreement to pursue an Alternative Transaction (and, in each case, Purchaser is not in material breach of this Agreement), Seller shall pay and Purchaser shall receive, in addition to the refund of its Purchase Price Deposit, a breakup fee equal to $100,000 to compensate Purchaser as a stalking-horse bidder (the "Break-Up Fee"), as further specified below. Subject to approval of the Bankruptcy Court, the Break-Up Fee shall be paid by the earlier of (i) the Closing of an Alternative Transaction from the proceeds of such transaction or (ii) 120 days from the date of entry of the Sale Procedures Order from the deposit made in the Alternative Transaction, or, in the event that the Seller is not, at such time, authorized to retain such deposit, from funds in the Seller Chapter 11 Case. It is expressly agreed that Purchaser shall not be required to wait until such time as Seller's other administrative expense claims in the Seller Chapter 11 Case have been paid and Purchaser shall be entitled to, and Seller shall make, an immediate payment of the Break-Up Fee when due hereunder.

Seller acknowledges and agrees that (a) the approval of the Break-Up Fee is an integral part of the Transaction, (b) in the absence of Seller's obligation to pay the Break-Up Fee and its agreement to request such status, Purchaser would not have entered into this Agreement, (c) the entry of Purchaser into this Agreement is are reasonable in relation to Purchaser's efforts and to the magnitude of the Transaction, and (e) time is of the essence with respect to the entry of the Sale Procedures Order.

Section 8.4. Alternative Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher and better competing bids (each a "Competing Bid") in accordance with the Sale Procedures Order. If one or more Competing Bids is received for the sale of the Purchased Assets in accordance with the Sale Procedures Order and such Competing Bid is a Qualified Competing Bid (as defined in the Sale Procedures Order), then Seller shall conduct an auction of the Purchased Assets in accordance with the Sale Procedures Order (the "Auction"). Should there be an Auction and should overbidding take place, Purchaser shall have the right, but not the obligation, to participate in the overbidding and to be approved as the successful overbidder at the Sale Hearing based upon any such overbid.

From the date of this Agreement until the earlier of the date on which the Seller files the Sale Procedures Motion and the termination of this Agreement, Seller shall not, and shall cause its Affiliates and officers, directors, trustees, employees, agents and representatives not, to directly or indirectly, solicit or initiate any inquiry, offer or proposal from any Person regarding the sale or other disposition of all or any part of the Purchased Assets; provided, however, that Seller and its Representatives shall be permitted at all times to supply information in response to any unsolicited inquiries or offers to purchase all or any part of the Purchased Assets, including supplying information to prospective purchasers relating to the Business and the assets of Seller. For the avoidance of doubt, any statements made by Seller in the Sale Procedures Motion or in the hearing in connection therewith shall not be deemed to be a solicitation for purposes of this Agreement. Prior to Seller furnishing any non-public information to any Person in connection with an offer regarding the sale or other disposition of all or any part of the Purchased Assets, Seller must enter into a customary confidentiality agreement with such Person on terms no less favorable to Seller than those contained in the confidentiality agreement entered into with Purchaser.

Following the filing of the Sale Procedures Motion and until the deadline for the submission of a Qualified Competing Bid (as defined in the Sale Procedures Order) (but not after), Seller shall be permitted to cause its Representatives to market and initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Representatives) in connection with any sale or other disposition of the Purchased Assets. In addition, during such time period, Seller shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Purchased Assets and perform any and all other acts related thereto which are required under the Bankruptcy Code or other applicable law, including supplying information relating to the Purchased Assets to prospective purchasers. Any information supplied to prospective purchasers shall also be supplied to Purchaser to the extent not previously done so.

Section 8.5. Notice of Sale. Notice of the sale of the Purchased Assets contemplated in this Agreement shall be in a form reasonably acceptable to Purchaser and be served in accordance with the Sale Procedures Order.

ARTICLE IX
TERMINATION OF AGREEMENT

Section 9.1. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written Consent of Seller and Purchaser;

(b) by Seller or Purchaser, if a Governmental Authority of competent jurisdiction shall have issued an Order or taken any other action, in each case, having the effect of permanently making the Transaction illegal or otherwise permanently restraining or prohibiting consummation of the Transaction;

(c) by either Party, if the Closing has not occurred on or prior to the Outside Date, provided that the failure of the Closing to occur on or prior to the Outside Date is not a result of such Party's failure to satisfy the conditions to the Closing contained in this Agreement;

(d) by Seller, in the event of any inaccuracy in any of Purchaser's representations or warranties contained in this Agreement or any breach of any of Purchaser's covenants or agreements contained in this Agreement which, individually or in the aggregate with all other such inaccuracies and breaches, (i) would result in a failure of a condition set forth in Section 6.2, and (ii) is either incapable of being cured or, if capable of being cured, is not cured in all material respects within ten (10) calendar days after written notice thereof;

(e) by Purchaser, in the event of any inaccuracy in any of Seller's representations or warranties contained in this Agreement or any breach of any of Seller's covenants or agreements contained in this Agreement which, individually or in the aggregate with all other such inaccuracies and breaches, (i) would result in a failure of a condition set forth in Section 6.1, and

(ii) is either incapable of being cured or, if capable of being cured, is not cured in all material respects within ten (10) calendar days after written notice thereof;

(f) by Seller or Purchaser, if the Bankruptcy Court enters any Final Order approving any Alternative Transaction or confirming any Chapter 11 Plan involving any Alternative Transaction;

(g) by Purchaser, if the Sale Procedures Order shall not have been entered into by 5:00 p.m. Prevailing Eastern Time on February 14, 2011;

(h) by Seller or Purchaser, if the Sale Order shall not have been entered by 5:00 p.m. Prevailing Eastern time on March 14, 2011;

(i) by Seller or Purchaser, if the Chapter 11 Case shall be converted into a case under Chapter 7 of the Bankruptcy Code or dismissed, or if any trustee is appointed in the Chapter 11 Case;

(j) by Seller or Purchaser, if Seller shall file a plan of reorganization or liquidation or enter into a Contract with respect to an Alternative Transaction; and

(k) automatically, if Seller closes an Alternative Transaction.

Section 9.2. Purchase Price DepositIf this Agreement is terminated pursuant to Section 9.1 and Purchaser is not in material breach of this Agreement at the time of termination, then the Purchase Price Deposit shall be returned to Purchaser within two Business Days of such termination.

(b) If this Agreement is terminated pursuant to Section 9.1 and Purchaser is in material breach of this Agreement at the time of termination, then the Purchase Price Deposit shall be disbursed to Seller ("Seller Liquidated Damages") within two Business Days of such termination.

(c) Purchaser and Seller hereby acknowledge that the terms of this Agreement pertaining to the Purchase Price Deposit shall survive the termination of this Agreement.

Section 9.3. Certain Effects of Termination. In the event of the termination of this Agreement by either Seller or Purchaser as provided in Section 9.1: (a) a Party, if so requested by the other Party, will return promptly every document furnished to it by the requesting Party or its representatives in connection with the transaction contemplated hereby, whether so obtained before or after the execution of this Agreement, and any copies thereof (except for copies of documents publicly available) which may have been made, and will cause its representatives and any representatives of financial institutions and investors and others to whom such documents were furnished promptly to return such documents and any copies thereof any of them may have made; and (b) the Confidentiality Agreement shall remain in effect.

Section 9.4. Remedies. Notwithstanding any termination right granted in Section 9.1, in the event of the non-fulfillment of any condition to a Party's closing obligations such Party may elect to do one of the following:

(a) proceed to close despite the non-fulfillment of any closing condition (to the extent legally permissible), it being understood that consummation of the Closing by such party shall be deemed a waiver of each breach of any representation, warranty or covenant of the other party and of such party's rights and remedies with respect thereto;

(b) decline to close, terminate this Agreement as permitted by Section 9.1 above, receive the Purchase Price Deposit (to the extent set forth in Section 9.2) and the Break-Up Fee (to the extent set forth in Section 8.3), and thereafter seek monetary damages to the extent permitted in Section 9.5; or

(c) seek specific performance by the other Party hereto of such other Party's obligations hereunder which it has failed to perform so that Closing may proceed (it being acknowledged and agreed that the non-breaching Party would be damaged irreparably, the remedies available at law to the non-breaching Party would be inadequate, and the performance of such other Party's obligations under this Agreement may be specifically enforced).

Section 9.5. Right to Monetary Damages. If this Agreement is terminated pursuant to Section 9.1, neither Party hereto shall have any claim for monetary damages against the other, except for (a) the disposition of the Purchase Price Deposit (as provided for in Section 9.2), (b) the payment of the Break-Up Fee (as provided for in Section 8.3) and, (c) in the event the Purchaser terminates this Agreement as a result of a material breach by Seller hereunder, the payment of $300,000 to Purchaser, which payment by Seller shall constitute liquidated damages to Purchaser ("Purchaser Liquidated Damages", and together with the Seller Liquidated Damages, "Liquidated Damages"). Without limiting the foregoing, if the circumstances giving rise to such termination were caused by the other Party's willful failure to comply with a covenant set forth herein, a termination pursuant to Section 9.1 shall not be deemed or construed as limiting or denying any legal or equitable right or remedy of said Party in addition to a right to Liquidated Damages, and said Party shall also be entitled to recover its costs and expenses which are incurred in pursuing its rights and remedies (including reasonable attorneys' fees). The Parties acknowledge and agree that actual damages, costs or expenses of any material breach of this Agreement by a Party would be difficult to ascertain and that the Liquidated Damages provided for hereunder is a fair and equitable amount to reimburse the non-breaching Party for damages sustained due to the other Party's material breach of its obligations hereunder and is not a penalty. **NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE OBLIGATED TO THE OTHER PARTY OR ANY OTHER PERSON IN CONNECTION WITH ANY BREACH OR TERMINATION OF THIS AGREEMENT FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, INCLUDING LOST PROFITS AND REVENUE.**

ARTICLE X
MISCELLANEOUS

Section 10.1. Survival. The representations and warranties of the Parties in this Agreement shall not survive the Closing. Except as otherwise expressly provided in this Agreement, the agreements and covenants of the Parties shall survive the Closing and remain in full force and effect without time limit in accordance with the terms thereof.

Accordingly, for clarification purposes, it is acknowledged, understood and agreed by the parties that Seller shall not have any liability or other obligation following the Closing with respect to any breach by Seller or claimed breach by Seller of (a) any representations or warranties contained in this Agreement or any of the documents or instruments delivered or entered into by Seller in connection with this Agreement or (b) any of Seller's covenants and agreements contained in this Agreement or any of the documents or instruments delivered or entered into by Seller in connection with this Agreement that do not by their terms extend beyond the Closing. Notwithstanding anything expressed or implied herein to the contrary, the parties acknowledge and agree that (1) Purchaser shall be solely responsible for the ownership of the Purchase Assets from and after the Closing Date, the operation of the Business from and after the Closing Date, and acts or omissions of Purchaser with respect thereto, and (2) Seller shall have no responsibility or obligation with respect to, or arising out of, any of the foregoing.

Section 10.2. Relationship of the Parties. Nothing in this Agreement shall be construed so as to make Purchaser or any Affiliate of Purchaser a partner of Seller.

Section 10.3. Amendment of Agreement. This Agreement may not be supplemented, modified or amended except by a written agreement executed by each Party.

Section 10.4. Notices. Any Notice shall be in writing and shall be deemed to have been duly given or made when personally delivered, sent by facsimile or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed or directed as follows, or as may be furnished hereafter by notice, in writing, to the other Party on at least three Business Days' prior notice, to the following Parties:

(a) If to Purchaser, to:

ELDIS, Inc.
415 Willow St
Truro, N.S.
Canada
B2N 3E7
Attention: Robert Ritacco
Facsimile: (902) 897-5755
E-Mail: rritacco@eldis.com

with a copy (which shall not constitute notice) given in like manner to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Attention: Adam C. Rogoff
Facsimile: (212) 715-8265
E-Mail: arogoff@kramerlevin.com

(b) If to Seller, to:

Partsearch Technologies, Inc.
708 Third Avenue, 5th Floor
New York, NY 10017
Attention: Scott Dicus
Facsimile: (845) 240-8986
E-Mail: sdicus@arguscorp.net

with a copy (which shall not constitute notice) given in like manner to:

Brown Rudnick LLP
One Financial Center
Attention: William R. Baldiga, Esq.
Facsimile: (617) 856-8201
E-Mail: wbaldiga@brownrudnick.com

Any Notice which is delivered or is sent by facsimile shall be deemed to have been validly and effectively given and received on the date it is delivered or sent, unless it is delivered or sent after 5:00 p.m. on any given day or on a day which is not a Business Day, in which case it shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was delivered or sent, provided that, in the case of a Notice sent by facsimile, it shall not be deemed to have been sent unless there has been confirmation of transmission.

Section 10.5. Fees and Expenses. The Parties agree that, except as otherwise expressly provided in this Agreement, each Party shall bear and pay all costs, fees and expenses that it incurs, or which may be incurred on its behalf, in connection with this Agreement and the Transaction.

Section 10.6. Governing Law; Jurisdiction; Service of Process. This Agreement shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the state of New York, without giving effect to any principles of conflicts of law. Without limiting any Party's right to appeal any Order of the Bankruptcy Court, the Parties agree that if any dispute arises out of or in connection with this agreement or any of the documents executed hereunder or in connection herewith, the Bankruptcy Court shall have exclusive personal and subject matter jurisdiction and shall be the exclusive venue to resolve any and all disputes relating to the Transaction. Such court shall have sole jurisdiction over such matters and the Parties affected thereby and Purchaser and Seller each hereby Consent and submit to such jurisdiction; provided, however, that if the Seller Chapter 11 Case has closed and cannot be reopened, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the district in which the Bankruptcy Court is located and any appellate court thereof, for the resolution of any such Claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and Consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 10.4 hereof, unless another address has been designated by such Party in a notice given to the other Parties in accordance with the provisions of Section 10.4 hereof.

Section 10.7. WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION OR PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATING TO THIS AGREEMENT OR ANY AGREEMENTS CONTEMPLATED HEREIN OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 10.8. Further Assurances. Subject to the other provisions of this Agreement and to applicable Law, each of the Parties hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be reasonably requested by any other Party in order to carry out the intent and purpose of this Agreement, without additional consideration.

Section 10.9. Entire Agreement. Except as set forth herein, this Agreement, the Transition Services Agreement, the Escrow Agreement and the Confidentiality Agreement constitute the full and entire agreement between the Parties hereto pertaining to the Transaction and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto made by any Party.

Section 10.10. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided. All waivers hereunder must be in writing to be effective.

Section 10.11. Assignment. Neither the rights nor the obligations of either Party may be assigned or delegated, whether by operation of Law or otherwise, without the prior written Consent of the other Party, provided that Purchaser may assign all or any portion of its rights and obligations hereunder, including with respect to the Purchased Assets, to one or more Affiliates of Purchaser. To the extent Purchaser assigns all or any portion of its rights and obligations hereunder to its Affiliates, Purchaser shall guarantee payment of the Cash Purchase Price hereunder.

Section 10.12. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 10.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the Parties hereto.

Section 10.14. Severability of Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction, and if any provision of this Agreement is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, provided in all cases that neither the economic nor legal substance of this Agreement is affected by the operation of this sentence in any manner materially adverse to any Parties. Upon any such determination that any provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

Section 10.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the Execution Date. Any delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 10.16. Specific Performance. Notwithstanding anything else contained herein, the Parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the parties hereto shall be entitled to specific performance of the terms hereof (without the posting of any bond), in addition to any other remedy at law or equity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the day and year first above written.

SELLER:

PARTSEARCH TECHNOLOGIES, INC.,
a Delaware corporation

By: ______________________
Name: Lawton Bloom
Title: Chief Restructuring Officer

PURCHASER

ELDIS, INC.,
a corporation organized under the laws of
Nova Scotia

By: ______________________
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the day and year first above written.

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By:______________________
Name: Lawton Bloom
Title: Chief Restructuring Officer

PURCHASER

ELDIS, INC.,
a corporation organized under the laws of Nova Scotia

By: R. P. Ritacco
Name: Robert P. Ritacco
Title: President

EXHIBITS

Exhibit A- Assignment and Assumption Agreement
Exhibit B- Assignment of Marks and Names
Exhibit C- Bill of Sale
Exhibit D- Transition Services Agreement
Exhibit E- Sale Procedures Order
Exhibit F- Form of Sale Order

SCHEDULES

Schedule 1.2 - Definitions
Schedule 2.1(a) – Assumed Contracts and Cure Costs
Schedule 2.1(b) – Equipment
Schedule 2.1(c) – Software
Schedule 2.1(i) – Telephone and Fax Numbers
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DISCLOSURE SCHEDULES

Schedule 3.4 – Consents
Schedule 3.5 – Title to Purchased Assets
Schedule 3.6(i) – Owned IP
Schedule 3.6(ii) – Licenses
Schedule 3.6(iii) – Status of Intellectual Property Rights
Schedule 3.7 – Systems and Software
Schedule 3.9 – Litigation
Schedule 3.10 – Compliance with Law
Schedule 3.11 – Financial Statements
Schedule 3.12 – Absence of Changes
Schedule 3.13 – Customers and Suppliers
Schedule 3.14 – Permits
Schedule 3.15(a) – Material Contracts
Schedule 3.15(b) – Assumed Contracts
Schedule 3.16 – Taxes

SCHEDULE 1.2
DEFINITIONS

"Accounts Receivable" means any and all accounts receivable, notes receivable, checks, similar instruments and other amounts receivable owed to Seller for products sold or services rendered in the operation of the Business, together with all security or other collateral therefor and any interest for unpaid financing charges accrued thereon, in each case as of the Closing Date.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlling" and "controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Allocation" has the meaning set forth in Section 2.9.

"Alternative Transaction" means any agreement or transaction involving the sale (in a single transaction or a series of transactions) of all or substantially all of the Purchased Assets (whether as a liquidation or a going concern), the confirmation of a plan of reorganization or liquidation, or the issuance or sale (in a single transaction or a series of transactions) of all or substantially all of the equity interests of Seller or any of its successors, to any Person other than Purchaser or a designee of Purchaser. "Alternative Transaction" shall not include the confirmation of a plan of reorganization or liquidation following the Closing with Purchaser.

"Assignment and Assumption Agreement" means an agreement providing for the assignment by Seller of Seller's right, title and interest in and to the Assumed Contracts, and the assumption by Purchaser of the Assumed Liabilities, substantially in the form attached hereto as Exhibit A.

"Assignment of Marks and Names" means an assignment of Marks, including Domain Names, substantially in the form attached hereto as Exhibit B.

"Assumed Contract" has the meaning set forth in Section 2.1(a).

"Assumed Liabilities" has the meaning set forth in Section 2.5.

"Auction" means a sale in which the Purchased Assets shall be offered for sale to a bidder or bidders making the highest or best offer, which will be scheduled by the Bankruptcy Court in the Seller Chapter 11 Case.

"Avoidance Actions" means all avoidance Actions or Claims available to Seller under chapter 5 of title 11 of the Bankruptcy Code, including any such Claims and actions arising under Sections 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code.

"Bankruptcy Code" means title 11 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York.

"Bill of Sale" means a bill of sale substantially in the form attached hereto as Exhibit C.

"Books and Records" means all documents used by Seller in connection with, or relating to, the Purchased Assets, the Assumed Liabilities, or the operations of Seller, including all files, data, reports, plans, mailing lists, supplier lists, customer lists, price lists, marketing information and procedures, advertising and promotional materials, equipment records, warranty information, records of operations, standard forms of documents, manuals of operations or business procedures and other similar procedures (including all discs, tapes and other media-storage data containing such information), which, for the avoidance of doubt, shall exclude the Retained Books and Records.

"Break-up Fee" has the meaning set forth in Section 8.3.

"Business" has the meaning set forth in the preamble.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or obligated to close under applicable Legal Requirement.

"Business IP" has the meaning set forth in Section 2.1(d).

"Cash Purchase Price" has the meaning set forth in Section 2.4(a).

"Claim" means any claim, cause of action, chose in action, right to sue, right of recovery, right of set-off, right of recoupment, right of refund or reimbursement, right under warranty, guaranty or contract (express, implied or otherwise), right to receive a credit (by reason of prepayment, deposit, refund or otherwise), or similar right of any kind and nature, known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable.

"Closing" has the meaning set forth in Section 7.1.

"Closing Date" has the meaning set forth in Section 7.1.

"Closing Documents" means any agreements, instruments and other documents to be delivered at the Closing pursuant to Section 7.2 or Section 7.3.

"Competing Bid" has the meaning set forth in Section 8.4.

"Confidentiality Agreement" means that certain Confidentiality Agreement between Purchaser and Seller dated November 21, 2010.

"Consent" means any consent, approval, concession, grant, waiver, grant, exemption, license, entitlement, suitability determination, franchise, development right, certificate, variance, registration, permit, order or other authorization of or notice of any Person.

"Contract" means any contract, agreement, understanding, or other arrangement (whether oral or written), affecting or related to the Business or any of the Purchased Assets, real or personal, entered into by Seller or by which Seller is bound or by which any property of Seller is subject to an Encumbrance or under which Seller has any rights or obligations entered into by Seller, but excluding any Lease.

"Copyrights" has the meaning set forth in the definition of Intellectual Property Rights on this Schedule 1.2.

"Cure Costs" has the meaning set forth in Section 2.5(b).

"Deposit" means any security, vendor, utility, or other similar deposits by Seller and any prepaid expenses, advances, advance payments or prepayments made by Seller.

"Disclosure Schedules" means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

"Domain Names" means Internet domain names held or used by Seller.

"Employee Benefit Plans" means each employee or director benefit plan, arrangement or agreement, whether or not written, including without limitation any employee welfare benefit plan within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), any employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA) and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program or agreement that is or has been sponsored, maintained or contributed to by Seller or by any trade or business, whether or not incorporated, all of which together with Seller would be deemed a "single employer" within the meaning of Section 4001 of ERISA.

"Encumbrances" means all mortgages, pledges, charges, liens, debentures, trust deeds, Claims, assignments by way of security or otherwise, security interests, conditional sales contracts or other title retention agreements, rights of first refusal or similar interests or instruments charging, or creating a security interest in the Purchased Assets or any part thereof or interest therein, and any agreements, leases, licenses, occupancy agreements, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) of any and every kind, nature and description affecting title to the Purchased Assets or any part thereof or interest therein.

"Equipment" means all tangible personal property, including desks, chairs, tables, cabinets, cubicles, furniture, fixtures, furnishings, work equipment, machinery, motor vehicles, spare pars, tools, computers, servers, network and Internet- and information technology systems-related equipment, computer hardware, photocopiers, telephone lines, facsimile machines and other business equipment and devices (including data processing hardware and related telecommunications equipment, media, and tools), advertising, marketing and promotional materials and all other printed or written materials used in connection with the Business, tools, racking, molds, forms, dies and tooling and miscellaneous items, miscellaneous office furnishings and supplies, maintenance equipment, signs, signage, and other tangible personal property, other than any tangible personal property subject to a Personal Property Lease unless such Personal Property Lease is an Assumed Contract.

"ERISA" has the meaning set forth in the definition of "Employee Benefit Plans" on this Schedule 1.2.

"Escrow Holder" means Brown Rudnick LLP, in its capacity as escrow holder under the Escrow Agreement.

"Escrow Agreement" means an escrow agreement between Escrow Holder, Purchaser and Seller consistent with the terms of this Agreement, in form reasonably satisfactory to such parties, regarding the Purchase Price Deposit.

"Excluded Contracts" means any Contract to which Seller is a party which is not an Assumed Contract, including any Real Property Leases to which Seller is a party.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Liabilities" has the meaning set forth in Section 2.6.

"Execution Date" has the meaning set forth in the preamble.

"Final Order" means, with respect to any Order or other action of a Governmental Authority, an Order or other action (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all material respects without the possibility for further appeal or rehearing thereon; (b) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired and (c) as to which no stay is in effect. In the case of the Sale Order, a Final Order shall also consist of an order and to which an appeal, notice of appeal or motion for rehearing or new trial has been file and as to which no stay is in effect but as to which Purchaser, in its sole and absolute discretion elects to proceed with Closing.

"Financial Information" has the meaning set forth in Section 3.11(a).

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any domestic, foreign, federal, state, provincial or local authority, legislative body, court, government, regulatory agency, self-regulatory organization (including any securities exchange), commission, board, arbitral or other tribunal, or any political or other subdivision, department or branch of any of the foregoing.

"Income Tax" means any Taxes measured by or imposed on net income.

"Income Tax Return" means any Tax Return relating to Income Taxes.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or advances; (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or similar instruments; (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (even though the rights and remedies of the seller or lenders under such agreement in the event of default are limited to repossession or sale of such property); (d) all obligations of such Person issued or assumed as part of the deferred purchase price of property or services; (e) all indebtedness secured by any Encumbrance on property owned or acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not the obligations secured thereby have been assumed; (f) all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers' acceptances and similar credit transactions; and (g) all contingent obligations of such Person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (f) above.

"Intellectual Property Rights" means forms of technology and intellectual property including any or all of the following as they exist in any jurisdictions:

(i) inventions (whether or not patentable), discoveries, improvements, business methods, and processes, including patents, patent applications, and other patent rights (including any divisions, continuations, continuations-in-part, renewals, substitutions or reissues thereof, whether or not patents are issued on any such applications and whether or not any such applications are amended modified, withdrawn or refiled) ("Patents");

(ii) words, names, symbols, designs and other designations to identify or distinguish a business, good, group, product, or service, including trademarks, service marks, trade dress, trade names, brand names, Domain Names, designs or logos or corporate names (including, in each case, the goodwill associated therewith), whether registered or unregistered, and all registrations and applications for registration thereof ("Marks");

(iii) published and unpublished works of authorship (whether or not registered or registrable) including audiovisual works, websites and web pages, collective works, data and databases, documentation, compilations, literary works, sound recordings, derivative works, moral rights, including copyrights, including all renewals and extensions thereof, copyright registrations and applications for registration thereof, and non-registered copyrights ("Copyrights");

(iv) information that is not generally known or otherwise readily ascertainable through proper means, including trade secrets, confidential business information and other proprietary information including, without limitation, customer information, telephone and facsimile numbers, listings in telephone books and directories (in any media), blue prints, drawings, designs, research and development information, technical information, specifications, operating and maintenance manuals, methods, engineering drawings, know-how, data, databases and other collections of data, mask works, industrial designs and other proprietary rights (whether or not patentable or subject to copyright, mask work, or trade secret protection) ("Trade Secrets");

(v) Software;

(vi) all licenses, sublicenses, and other agreements or permissions related to the property described in clauses (i) to (v) of this definition; and

(vii) claims, demands and causes of action of any kind with respect to, and any other rights relating to the enforcement of, any of the foregoing, including any past, present or future infringement, misappropriation or other violation of any of them.

"Interim Financial Statements" has the meaning set forth in Section 3.11(a).

"IRC" means the Internal Revenue Code of 1986, as amended.

"Knowledge" means the knowledge of Lawton Bloom after reasonable inquiry.

"Law" means all statutes, laws (including common law), regulations, rules, ordinances, codes and other requirements of any Governmental Authority, including any Orders.

"Lease" means any lease, sublease, license or similar contract (whether oral or written) or affecting or related to the Business or any of the Purchased Assets, real or personal, entered into by Seller or by which Seller is bound or by which any property of Seller is subject to an Encumbrance or under which Seller has any rights or obligations, including all options to renew, purchase, expand or lease (including any leasehold improvements to any facilities or appurtenances to such improvements (including, without limitation, buildings, structures, storage areas, driveways, walkways and parking areas), rights of first refusal, first negotiation and first offer), all credit for the prepaid rent associated therewith, and all Deposits made in connection with such Leases.

"Legal Proceeding" means any action, complaint, suit, litigation, arbitration, mediation, appeal, petition, inquiry, hearing, order, decree, legal proceeding, investigation or other legal dispute, whether civil, criminal, administrative or otherwise, at law or in equity, by or before any arbitral or other tribunal or any Governmental Authority.

"Legal Requirement" means federal, state, local, municipal, foreign, international, multinational or other constitution, law, statute, ordinance, principle of common law, code, regulation, or treaty.

"Liability" means any debt, liability, commitment or other obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or not yet due) and including all costs, fees and expenses relating thereto.

"License" has the meaning set forth in Section 3.6.

"Liquidated Damages" has the meaning set forth in Section 9.5.

"Marks" has the meaning set forth in the definition of Intellectual Property Rights on this Schedule 1.2.

"Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, (i) has been or would be reasonably likely to be material and adverse to the assets, liabilities, properties, Business, financial condition or capitalization of the Purchased Assets, the Assumed Liabilities; provided, however, that none of the following shall be taken into account in determining whether there has been or would be, a Material Adverse Effect under this subclause (i): (A) changes in general economic or financial market conditions, (B) the outbreak or escalation of hostilities, the declaration of war, the occurrence of any calamity or natural disaster, or acts of terrorism, (C) changes in any Law or GAAP or interpretation thereof after the Execution Date, (D) any event as to which Purchaser has provided its express prior written consent hereunder, (E) any announcement of this Agreement and the Transaction, (F) changes, occurrences or developments in or materially related to the general industry or industries (or portions thereof) in which Seller or the Business operate, or (G) the identity of, or any action taken by, Purchaser or any of its Affiliates or representatives.

"Material Contracts" has the meaning set forth in Section 3.15(a).

"Necessary Consent "has the meaning set forth in Section 2.7(b).

"Nondebtor Subsidiaries" has the meaning set forth in Section 5.9.

"Nondebtor Subsidiaries Purchased Assets" has the meaning set forth in Section 5.9.

"Notice" means any notice, request, Consent, acceptance, waiver or other communication required or permitted to be given pursuant to this Agreement.

"Order" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary or permanent).

"Ordinary Course of Business" or "Ordinary Course" means the ordinary and usual course of normal day to day operations of the Business consistent with practices since November 11, 2011.

"Outside Date" means March 31, 2011.

"Owned IP" has the meaning set forth in Section 3.6.

"Party" or "Parties" has the meaning set forth in the preamble.

"Patents" has the meaning set forth in the definition of Intellectual Property Rights on this Schedule 1.2.

"Permits" has the meaning set forth in Section 3.14.

"Permitted Encumbrances" means, solely with respect to Purchased Assets: (a) statutory Encumbrances for current Property Taxes, assessments and other charges by Governmental Authorities that are not yet due and payable; (b) mechanics', materialmen's, warehouseman's and similar Encumbrances that relate to Assumed Liabilities; and (c) zoning, building codes and other land use laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over real property.

"Person" means an individual, partnership, limited liability company, corporation, trust, joint venture, association, joint stock company, unincorporated organization, Governmental Authority or other entity, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual.

"Personal Property Lease" means any Lease of tangible personal property.

"Property Tax" means all real property and personal property taxes and assessments on the Purchased Assets.

"Purchase Price" has the meaning set forth in Section 2.4.

"Purchase Price Deposit" has the meaning set forth in Section 2.8(a).

"Purchased Assets" has the meaning set forth in Section 2.1, excluding, for the avoidance of doubt, the Excluded Assets.

"Purchaser" has the meaning set forth in the preamble.

"Purchaser Liquidated Damages" has the meaning set forth in Section 9.5.

"Real Property Lease" means any Lease of Real Property.

"Registered IP" has the meaning set forth in Section 3.6.

"Related to the Business" means required for, arising out of, or used in connection with the Business as conducted by Seller before the Closing Date.

"Representative" means, with respect to a particular Person, any director, officer, manager, partner, member, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Retained Books and Records" means (A) any documents (including books and records) that Seller is prohibited (or reasonably believe to be prohibited) by applicable Legal Requirement to sell and transfer, (B) corporate seals, minute books, charter documents, corporate stock record books, original tax and financial records and such other books and records as pertain to the organization, existence, actions or share capitalization of Seller, (C) any books and records or information related exclusively to any of the Excluded Assets, or Excluded Liabilities.

"Sale Hearing" has the meaning set forth in Section 8.1.

"Sale Motion" has the meaning set forth in Section 8.1.

"Sale Order" has the meaning set forth in Section 8.1.

"Sale Procedures Order" has the meaning set forth in Section 8.1.

"Schedule Supplement" has the meaning set forth in Section 5.3.

"Seller Chapter 11 Case" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble.

"Seller Liquidated Damages" has the meaning set forth in Section 9.5.

"Software" means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (d) all documentation, including user manuals and training documentation, relating to any of the foregoing, in each case developed by or for, or licensed or made available to, Seller and Related to the Business.

"Systems" means all servers, systems, sites, circuits, networks and other computer assets and computer equipment owned, licensed or used by Seller and related to the Business. Physical assets located in Seller's New York City and Kingston, NY offices shall not be considered "Systems" for the purposes of this Agreement.

"Tax" or "Taxes" means any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, unemployment, payroll, withholding, alternative or add on minimum, ad valorem, value added, transfer, stamp, or environmental tax, escheat payments or any other tax, custom, duty, impost, levy, governmental fee or other like assessment or charge (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).

"Tax Return" or "Tax Returns" means all returns, declarations of estimated tax payments, reports, estimates, information returns and statements, including any related or supporting information with respect to any of the foregoing, filed or required to be filed with any taxing authority.

"Trade Secrets" has the meaning set forth in the definition of Intellectual Property Rights on this Schedule 1.2.

"Transaction" means the transactions contemplated herein to be consummated at the Closing, including the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in this Agreement.

"Transfer Taxes" has the meaning set forth in Section 7.4(a).

"Transition Services Agreement" means a transition services agreement substantially in the form attached hereto as Exhibit D.

"WARN" has the meaning set forth in Section 2.6(a).

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made, executed and delivered as of ____________, 2011 by and between Partsearch Technologies, Inc., a Delaware corporation ("Seller"), and ELDIS, Inc., a corporation organized under the laws of Nova Scotia ("Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 27, 2011 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and between Seller and Purchaser, Seller has agreed to sell, convey, assign, transfer and deliver all of its right, title and interest in the Purchased Assets (as defined in the Purchase Agreement) to Purchaser, and Purchaser has agreed to purchase and acquire such Purchased Assets from Seller, in accordance with Sections 105, 363, and 365 of the Bankruptcy Code, and all as more fully described in the Purchase Agreement.

WHEREAS, the terms and conditions of the Purchase Agreement were approved by an Order authorizing the sale of assets entered by the United States Bankruptcy Court for the Southern District of New York on [____, 2011] (the "Sale Order"). Among other things, the Sale Order authorized, subject to the Assignment Procedures approved in the Sale Procedures Order, Seller to assign, and Purchaser to assume, all of the Assumed Contracts pursuant to Sections 365(b), (c), and (f) of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms that are used but not defined in this Assignment and Assumption Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

2. Assignment. Except as set forth in Section 3 below and subject to the terms and conditions of the Purchase Agreement, each Seller does hereby sell, convey, assign, transfer and deliver to Purchaser all of such Seller's right, title and interest in, to and under all of the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) pursuant to Sections 105, 363, and 365 of the Bankruptcy Code.

3. Excluded Assets. Notwithstanding anything herein to the contrary, the Excluded Assets are specifically excluded from the Purchased Assets and shall be retained by Seller at and following the Closing Date.

4. Assumption. Purchaser hereby assumes and agrees to pay when due, perform and discharge, in due course, the Assumed Liabilities, as and only to the extent expressly provided in the Purchase Agreement.

5. Excluded Liabilities. Purchaser shall not assume or be obligated to pay, perform or otherwise discharge any Excluded Liabilities, which shall remain the sole obligation and responsibility of Seller.

6. No Third Party Beneficiaries. Nothing in this Assignment and Assumption Agreement, express or implied, is intended to or shall confer upon any other Person or Persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment and Assumption Agreement.

7. Binding Effect; Assignment. This Assignment and Assumption Agreement shall be binding upon and inure solely to the benefit of Purchaser and Seller and their respective successors (whether by operation of Law or otherwise) and permitted assigns. For the avoidance of doubt, Purchaser may assign all or any portion of its rights and obligations hereunder to one or more Affiliates of Purchaser.

8. Governing Law. This Assignment and Assumption Agreement shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the substantive laws of the State of New York, without giving effect to any provision thereof that would require the application of the substantive laws of any other jurisdiction, except to the extent that such laws are superseded by the Bankruptcy Code.

9. Construction. This Assignment and Assumption Agreement is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment and Assumption Agreement, the terms of the Purchase Agreement shall prevail.

10. Notices. All notices and other communications hereunder shall be made in accordance with Section 10.4 of the Purchase Agreement.

11. Counterparts. This Assignment and Assumption Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered by a duly authorized officer of Purchaser and Seller as of the date first above written.

SELLER:

PARTSEARCH TECHNOLOGIES, INC.

By: ______________________________
Name:
Title:

PURCHASER:

ELDIS, INC.

By: ______________________________
Name:
Title:

EXHIBIT B

ASSIGNMENT OF MARKS AND DOMAIN NAMES

THIS ASSIGNMENT OF MARKS AND DOMAIN NAMES (the "Agreement") is made, executed and delivered as of ____________, 2011, by and between Partsearch Technologies, Inc., a Delaware corporation ("Assignor"), and ELDIS, Inc., a corporation organized under the laws of Nova Scotia ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 27, 2011 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and between Assignor, as Seller, and Assignee, as Purchaser, Assignor has agreed to sell, convey, assign, transfer and deliver all of its right, title and interest in the Purchased Assets (as defined in the Purchase Agreement) to Assignee, and Assignee has agreed to purchase and acquire such Purchased Assets from Assignor, all as more fully described in the Purchase Agreement, in accordance with Sections 105, 363, and 365 of the Bankruptcy Code, and all as more fully described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign or cause to be assigned to Assignee all of Assignor's right, title and interest in and to certain intellectual property, and Assignee is desirous of acquiring such right, title and interest.

WHEREAS, the terms and conditions of the Purchase Agreement were approved by an Order authorizing the sale of assets entered by the United States Bankruptcy Court for the Southern District of New York on [____, 2011] (the "Sale Order"). Among other things, the Sale Order authorized, subject to the Assignment Procedures approved in the Sale Procedures Order, Seller to assign, and Purchaser to assume, all of the Assigned Marks and Names pursuant to Sections 365(b), (c), and (f) of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Intellectual Property. The Assignor hereby grants, assigns and conveys to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest in and to all trademarks, trade names, product names, trade dress, service marks, logos and slogans set forth on Exhibit A hereto, in each case, whether registered or unregistered, including all common law rights, registrations and applications for registrations for any of the foregoing, and all internet domain names, and all registrations, applications and renewals thereof and the goodwill associated therewith (the "Assigned Marks and Names"), and any and all rights, priorities and privileges of Assignor provided under applicable law with respect to the foregoing Assigned Marks and Names ("Related Rights"). For the avoidance of doubt, the foregoing transfers to Assignee shall include all of Assignor's rights in and to the Assigned Marks and Names and Related Rights. Assignor further grants, conveys, transfers and assigns to Assignee all of Assignor's rights, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Marks and Names or the Related Rights.

2. Further Actions. The Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Agreement.

3. Power of Attorney. Assignor hereby appoints Assignee as their attorney-in-fact, with full authority in the place and stead of Assignor, and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Assigned Marks and Names.

4. Perfection and Recordation. Assignee shall be responsible for preparing all paperwork that is necessary to perfect and record the assignments of the Assigned Marks and Names and Related Rights in any applicable jurisdiction and shall be responsible for all expenses, including recordation expenses, associated therewith.

5. Conflicts. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either Assignee or Assignor set forth in the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

6. Modification. This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

7. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or Persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

8. Binding Effect; Assignment. This Agreement shall be binding upon and inure solely to the benefit of Purchaser and Sellers and their respective successors (whether by operation of Law or otherwise) and permitted assigns. For the avoidance of doubt, Purchaser may assign all or any portion of its rights and obligations hereunder to one or more Affiliates of Purchaser.

9. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the substantive laws of the State of New York, without giving effect to any provision thereof that would require the application of the substantive laws of any other jurisdiction, except to the extent that such laws are superseded by the Bankruptcy Code.

10. Notices. All notices and other communications hereunder shall be made in accordance with Section 13.1 of the Purchase Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

IN WITNESS WHEREOF, this Assignment of Marks and Domain Names has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first above written.

SELLER:

PARTSEARCH TECHNOLOGIES, INC.

By: ______________________________
Name:
Title:

PURCHASER:

ELDIS, INC.

By: ______________________________
Name:
Title:

EXHIBIT A

Assigned Marks and Names

US Trademarks

NO.	TRADEMARK	REG. NO.	SERIAL NO.	APP./REG.	STATUS
1.	"P"	3183082	78687595	Registration	Live
2.	SOLVING THE PARTS PROBLEM	2940876	78284305	Registration	Live
3.	"PART SOLVER"	2852857	76491501	Registration	Live
4.	"P PARTSEARCH"	2888363	76491380	Registration	Live
5.	"P PARTSEARCH TECHNOLOGIES"	3038873	76492551	Registration	Live
6.	PARTSOLVER	2901164	76479391	Registration	Live
7.	BIG SKY MPC	2961688	76478813	Registration	Live
8.	"PARTSEARCH TECHNOLOGIES"		78687587	Application	Dead
9.	MASTER PARTS CATALOG		76479672	Application	Dead

10.	MPC		76479650	Application	Dead
11.	PARTSEARCH		76478332	Application	Dead

Canadian Trademark Application:

NO.	TRADEMARK	REFERENCE NO.	FILE NO.	STATUS
1.	PARTSTORE	054082-0001RUSH	1443236	Pending

Domain Names:

Register.com Domain Names:

Domain Name	Expires
partstore.be	9/19/2011
partstore.de	9/19/2011
partstore.dk	9/19/2011

GoDaddy.com, Inc. Domain Names:

Domain Name	Expires
800PARTSEARCH.COM	1/21/2012
AAFESPARTSEARCH.COM	1/21/2012
AAFESPARTSTORE.COM	1/21/2012
ABCWAREHOUSEPARTSTORE.COM	1/21/2012
ABTELECTRONICSPARTSEARCH.COM	1/21/2012
ABTPARTSEARCH.COM	1/21/2012
ACCESSMPC.COM	1/21/2012
ACCESSMPC.NET	1/21/2012
ACCESSMPC.ORG	10/24/2011
ADVANCEDTECHGEAR.COM	1/21/2012
ADVANCEDTEKGEAR.COM	1/21/2012
AMAZONPARTS.INFO	6/12/2011
AMAZONPARTS.NET	1/21/2012
AMAZONPARTSEARCH.COM	1/21/2012
AMAZONPARTSTORE.COM	1/21/2012
AMAZONPARTSTORE.INFO	6/12/2011
AMAZONPARTSTORE.NET	1/21/2012
AMERICANTVPARTSTORE.COM	1/21/2012
ATVPARTSEARCH.COM	1/21/2012
BESTBUYCANADAPARTSEARCH.COM	1/21/2012
BESTBUYPARTSEARCH.COM	1/21/2012
BESTBUYPARTSTORE.COM	1/21/2012

Domain Name	Expires
BIGSKYMPC.COM	1/21/2012
BIGSKYMPC.NET	1/21/2012
BIGSKYMPC.ORG	10/24/2011
BJSPARTSEARCH.COM	1/21/2012
BJSPARTSTORE.COM	1/21/2012
BLOCKBUSTERPARTS.COM	1/21/2012
BLOCKBUSTERPARTS.NET	1/21/2012
BLOCKBUSTERPARTSEARCH.COM	1/21/2012
BLOCKBUSTERPARTSEARCH.NET	1/21/2012
BLOCKBUSTERPARTSEARCH.ORG	12/4/2011
BLOCKBUSTERPARTSTORE.COM	1/21/2012
BLOCKBUSTERREMOTES.COM	1/21/2012
BLOCKBUSTERREMOTES.NET	1/21/2012
BRANDSMARTPARTSEARCH.COM	1/21/2012
BRANDSMARTPARTSTORE.COM	1/21/2012
BRANDSMARTUSAPARTSEARCH.COM	1/21/2012
BROOKSTONEPARTSEARCH.COM	1/21/2012
BROOKSTONEPARTSTORE.COM	1/21/2012
BUYPARTSEARCH.COM	1/21/2012
BUYPARTSTORE.COM	1/21/2012
CIRCUITCITYPARTSEARCH.COM	1/21/2012
CIRCUITCITYPARTSTORE.COM	1/21/2012
CNETPARTSEARCH.COM	1/21/2012
CNETPARTSTORE.COM	1/21/2012
COMPUSAPARTSEARCH.COM	1/21/2012
COMPUSAPARTSTORE.COM	1/21/2012
CONNSPARTSEARCH.COM	1/21/2012
CONNSPARTSTORE.COM	1/21/2012
COSTCOPARTSEARCH.COM	1/21/2012
COSTCOPARTSTORE.COM	1/21/2012
CRUTCHFIELDPARTSEARCH.COM	1/21/2012
CRUTCHFIELDPARTSTORE.COM	1/21/2012
DELLPARTSEARCH.COM	1/21/2012
DELLPARTSTORE.COM	1/21/2012
DHLPARTSEARCH.COM	1/21/2012
DHLPARTSEARCH.NET	1/21/2012
DHLPARTSTORE.COM	1/21/2012
DHLPARTSTORE.NET	1/21/2012
EBAYPARTSEARCH.COM	1/21/2012
ELECTRONICSBOUTIQUEPARTSEARCH.COM	1/21/2012

Domain Name	Expires
ELECTRONICSBOUTIQUEPARTSTORE.COM	1/21/2012
ELECTRONICSEXPOPARTSEARCH.COM	1/15/2012
EPSPARTSEARCH.COM	1/21/2012
FINDINGAPART.COM	1/21/2012
FRYSPARTSEARCH.COM	1/21/2012
FRYSPARTSTORE.COM	1/21/2012
FUTURESHOPPARTSEARCH.COM	1/21/2012
FUTURESHOPPARTSTORE.COM	1/21/2012
GAMESTOPPARTSEARCH.COM	1/21/2012
GAMESTOPPARTSTORE.COM	1/21/2012
GATEWAYPARTSEARCH.COM	1/21/2012
GATEWAYPARTSTORE.COM	1/21/2012
GEEKSQUADPARTSEARCH.COM	1/21/2012
GEPARTSEARCH.COM	1/21/2012
GOODGUYSPARTSEARCH.COM	1/21/2012
GOODGUYSPARTSTORE.COM	1/21/2012
HHGREGGPARTSEARCH.COM	1/21/2012
HHGREGGPARTSTORE.COM	1/21/2012
HOMEDEPOTPARTSEARCH.COM	1/21/2012
HOMEDEPOTPARTSTORE.COM	1/21/2012
HOWTOFINDAPART.COM	1/21/2012
HSNPARTSEARCH.COM	1/21/2012
HSNPARTSTORE.COM	1/21/2012
INEEDAPART.CA	8/10/2011
INEEDAPART.COM	1/21/2012
INEEDAPART.NET	1/21/2012
INEEDPARTS.CA	8/14/2012
INTERNETPARTS.BIZ	1/21/2012
INTERNETPARTS.COM	1/21/2012
INTERNETPARTS.INFO	1/21/2012
INTERNETPARTS.NET	1/15/2012
JRPARTSEARCH.COM	1/15/2012
KBTOYSPARTSEARCH.COM	1/21/2012
KBTOYSPARTSTORE.COM	1/21/2012
KMARTPARTSEARCH.COM	1/21/2012
KMARTPARTSTORE.COM	1/21/2012
LOWESPARTSEARCH.COM	1/21/2012
LOWESPARTSTORE.COM	1/21/2012
LYCOSPARTSEARCH.COM	1/21/2012
MASTERPARTSCATALOG.COM	1/21/2012

Domain Name	Expires
MASTERPARTSCATALOG.NET	1/21/2012
MASTERPARTSCATALOG.ORG	10/24/2011
MICROCENTERPARTSEARCH.COM	1/21/2012
MICROCENTERPARTSTORE.COM	1/21/2012
MPCPARTSEARCH.COM	1/21/2012
MPCPARTSEARCH.NET	1/21/2012
MPCPARTSEARCH.ORG	10/24/2011
MUSICLANDPARTSEARCH.COM	1/21/2012
MUSICLANDPARTSTORE.COM	1/21/2012
NEWPARTSEARCH.COM	1/21/2012
NFMPARTSEARCH.COM	1/21/2012
NFMPARTSTORE.COM	1/21/2012
OFFICEDEPOTPARSTORE.COM	1/21/2012
OFFICEDEPOTPARTSEARCH.COM	1/21/2012
OFFICEMAXPARTSEARCH.COM	1/21/2012
OFFICEMAXPARTSTORE.COM	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.BIZ	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.COM	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.INFO	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.NET	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.ORG	4/10/2011
PACIFICSALESPARTSEARCH.COM	1/21/2012
PART-SEARCH.BIZ	10/22/2011
PART-SEARCH.CA	7/29/2011
PART-SEARCH.COM	1/21/2012
PART-SEARCH.NET	1/21/2012
PART-SEARCH.ORG	10/23/2011
PART-SOLVER.CA	7/29/2011
PART-SOLVER.COM	1/21/2012
PART-STORE.CA	7/29/2011
PART-TALK.COM	1/21/2012
PART-TALK.NET	1/21/2012
PART-TALK.ORG	12/11/2011
PARTEXPO.COM	1/21/2012
PARTEXPO.NET	1/21/2012
PARTHUB.COM	1/21/2012
PARTIMAGEBANK.COM	1/21/2012
PARTIMAGEBANK.NET	1/21/2012
PARTIMAGEBANK.ORG	4/12/2011
PARTS-STORE.CA	7/29/2011

Domain Name	Expires
PARTS-XML.COM	1/21/2012
PARTS-XML.INFO	5/13/2011
PARTS-XML.NET	1/21/2012
PARTS-XML.ORG	5/13/2011
PARTSEARCH-ENTERPRISE.CA	7/29/2011
PARTSEARCH-PRO.BIZ	5/17/2011
PARTSEARCH-PRO.CA	7/29/2011
PARTSEARCH-PRO.COM	1/21/2012
PARTSEARCH-PRO.NET	1/21/2012
PARTSEARCH-PRO.ORG	5/18/2011
PARTSEARCH.COM	1/15/2020
PARTSEARCH.INFO	3/14/2011
PARTSEARCH.NET	1/21/2012
PARTSEARCH.ORG	5/4/2011
PARTSEARCH.TW	9/19/2011
PARTSEARCHBIZ.BIZ	10/20/2011
PARTSEARCHBIZ.COM	1/25/2012
PARTSEARCHBIZ.NET	1/21/2012
PARTSEARCHBIZ.ORG	10/21/2011
PARTSEARCHDIRECT.BIZ	3/13/2011
PARTSEARCHDIRECT.COM	1/21/2012
PARTSEARCHDIRECT.INFO	3/14/2011
PARTSEARCHDIRECT.NET	1/21/2012
PARTSEARCHDIRECT.ORG	9/6/2011
PARTSEARCHENTERPRISE.CA	7/29/2011
PARTSEARCHENTERPRISE.COM	1/15/2012
PARTSEARCHGEAR.COM	1/21/2012
PARTSEARCHGEAR.NET	1/21/2012
PARTSEARCHMPC.COM	1/21/2012
PARTSEARCHMPC.NET	1/21/2012
PARTSEARCHMPC.ORG	10/24/2011
PARTSEARCHPRO.BIZ	4/27/2011
PARTSEARCHPRO.CA	7/29/2011
PARTSEARCHPRO.NET	1/21/2012
PARTSEARCHPRO.ORG	4/28/2011
PARTSEARCHPROFESSIONAL.COM	1/21/2012
PARTSEARCHPROFESSIONAL.NET	1/21/2012
PARTSEARCHPROFESSIONAL.ORG	9/18/2011
PARTSEARCHSUCKS.COM	1/21/2012
PARTSEARCHSUCKS.NET	1/21/2012

Domain Name	Expires
PARTSEARCHSUCKS.ORG	1/21/2012
PARTSEARCHTECHNOLOGIES.BIZ	3/13/2011
PARTSEARCHTECHNOLOGIES.COM	1/21/2012
PARTSEARCHTECHNOLOGIES.INFO	3/14/2011
PARTSEARCHTECHNOLOGIES.NET	1/21/2012
PARTSEARCHTECHNOLOGIES.ORG	5/4/2011
PARTSEARCHTECHNOLOGIESSUCKS.COM	1/21/2012
PARTSOLVE.NET	1/21/2012
PARTSOLVE.ORG	4/4/2011
PARTSOLVER.BIZ	10/21/2011
PARTSOLVER.CA	7/29/2011
PARTSOLVER.COM	1/21/2012
PARTSOLVER.INFO	10/22/2011
PARTSOLVER.NET	1/21/2012
PARTSOLVER.ORG	7/26/2011
PARTSOLVER.US	10/21/2011
PARTSOLVERPRO.BIZ	1/21/2012
PARTSOLVERPRO.COM	1/21/2012
PARTSOLVERPRO.NET	1/21/2012
PARTSOLVERPRO.ORG	1/21/2012
PARTSOLVERSUCKS.COM	1/21/2012
PARTSOLVERSUCKS.NET	1/21/2012
PARTSSEARCH.INFO	3/14/2011
PARTSTORE-CANADA.CA	7/29/2011
PARTSTORE-CANADA.COM	1/21/2012
PARTSTORE-PRO.CA	7/29/2011
PARTSTORE.BIZ	7/3/2011
PARTSTORE.COM	1/15/2020
PARTSTORE.INFO	7/4/2011
PARTSTORE.MOBI	5/13/2011
PARTSTORECANADA.CA	6/10/2020
PARTSTORECANADA.COM	1/15/2012
PARTSTOREENTERPRISE.CA	9/3/2011
PARTSTOREENTERPRISE.COM	1/21/2012
PARTSTOREENTERPRISE.NET	1/21/2012
PARTSTOREOUTLET.COM	1/21/2012
PARTSTOREOUTLET.INFO	5/28/2011
PARTSTOREOUTLET.MOBI	5/28/2011
PARTSTOREOUTLET.NET	1/21/2012
PARTSTOREOUTLET.ORG	5/28/2011

Domain Name	Expires
PARTSTOREPRO.CA	7/29/2011
PARTSTOREPRO.COM	1/21/2012
PARTSTOREPRO.NET	1/21/2012
PARTSTOREPRO.ORG	9/18/2011
PARTSTORESEARCHTECHNOLOGIES.CA	6/23/2011
PARTSTORESUCKS.COM	1/21/2012
PARTSTORESUCKS.NET	1/21/2012
PARTSTORETECHNOLOGIES.CA	6/23/2011
PARTSXML.INFO	5/13/2011
PARTSXML.NET	1/21/2012
PARTSXML.ORG	5/13/2011
PARTTALK.COM	1/21/2012
PARTTALK.NET	1/21/2012
PARTTALK.ORG	12/11/2011
PCMALLPARTSEARCH.COM	1/21/2012
PCMALLPARTSTORE.COM	1/21/2012
PCRICHARDPARTSEARCH.COM	1/21/2012
PCRICHARDPARTSTORE.COM	1/21/2012
PTXCORP.COM	1/21/2012
PTXCORP.NET	1/21/2012
PTXSYSTEMS.COM	1/21/2012
PTXSYSTEMS.NET	1/21/2012
QUALXSERVPARTSEARCH.COM	1/15/2012
QVCPARTSEARCH.COM	1/21/2012
QVCPARTSTORE.COM	1/21/2012
RADIOSHACKPARTSEARCH.COM	1/21/2012
RADIOSHACKPARTSEARCH.NET	1/21/2012
RADIOSHACKPARTSEARCH.ORG	10/21/2011
RADIOSHACKPARTSTORE.COM	1/21/2012
RCWILLEYPARTSEARCH.COM	1/21/2012
REXSTORESPARTSEARCH.COM	1/21/2012
REXSTORESPARTSTORE.COM	1/21/2012
RITZCAMERAPARTSEARCH.COM	1/21/2012
RITZCAMERAPARTSTORE.COM	1/21/2012
SAMSCLUBPARTSEARCH.COM	1/21/2012
SAMSCLUBPARTSTORE.COM	1/21/2012
SAMSUNGPARTSEARCH.COM	1/21/2012
SEARSPARTSEARCH.COM	1/21/2012
SEARSPARTSTORE.COM	1/21/2012
SERVICENETPARTSEARCH.COM	1/15/2012

Domain Name	Expires
SHARPERIMAGEPARTSEARCH.COM	1/21/2012
SHARPERIMAGEPARTSTORE.COM	1/21/2012
SHARPPARTSEARCH.COM	1/21/2012
SHARPPARTSEARCH.NET	1/21/2012
SHOPKOPARTSEARCH.COM	1/21/2012
SHOPKOPARTSTORE.COM	1/21/2012
SOUNDADVICEPARTSEARCH.COM	1/21/2012
STAPLESPARTSEARCH.COM	1/21/2012
STAPLESPARTSTORE.COM	1/21/2012
TARGETPARTSEARCH.COM	1/21/2012
TARGETPARTSTORE.COM	1/21/2012
THEAMAZONOFPARTS.COM	1/21/2012
THEAMAZONOFPARTS.INFO	6/12/2011
THEAMAZONOFPARTS.NET	1/21/2012
THEPARTCENTER.COM	1/21/2012
THEPARTSAMAZON.COM	1/21/2012
THEPARTSAMAZON.INFO	6/12/2011
THEPARTSAMAZON.NET	1/21/2012
THEPARTSEARCH.COM	1/15/2012
THESHARPERIMAGEPARTSEARCH.COM	1/21/2012
TIGERDIRECTPARTSEARCH.COM	1/21/2012
TIGERDIRECTPARTSTORE.COM	1/21/2012
TOTALPARTSMANAGEMENT.COM	1/21/2012
TOTALPARTSMANAGEMENT.NET	1/21/2012
TOTALPARTSMANAGEMENT.ORG	4/10/2011
TOWERRECORDSPARTSEARCH.COM	1/21/2012
TOWERRECORDSPARTSTORE.COM	1/21/2012
TOYSRUSPARTSEARCH.COM	1/21/2012
TOYSRUSPARTSTORE.COM	1/21/2012
TWEETERPARTSEARCH.COM	1/21/2012
TWEETERPARTSTORE.COM	1/21/2012
TWGPARTSEARCH.COM	1/15/2012
ULTIMATEPARTSEARCH.COM	1/21/2012
UPSPARTSEARCH.COM	1/21/2012
UPSPARTSEARCH.NET	1/21/2012
UPSPARTSTORE.COM	1/21/2012
UPSPARTSTORE.NET	1/21/2012
VIEWSUPPORT.COM	1/21/2012
VIEWSUPPORT.NET	1/21/2012
WALMARTPARTSEARCH.COM	1/21/2012

Domain Name	Expires
WALMARTPARTSTORE.COM	1/21/2012
WARRANTECHPARTSEARCH.COM	1/21/2012
WHISTLERMPC.COM	1/21/2012
WHISTLERMPC.NET	1/21/2012
WHISTLERMPC.ORG	10/24/2011
WIZPARTSEARCH.COM	1/21/2012
XML-PARTS.COM	1/21/2012
XML-PARTS.INFO	5/13/2011
XML-PARTS.NET	1/21/2012
XML-PARTS.ORG	5/13/2011
XMLPARTS.COM	1/21/2012
XMLPARTS.INFO	5/13/2011
XMLPARTS.NET	1/21/2012
XMLPARTS.ORG	5/13/2011
YAHOOPARTSEARCH.COM	1/21/2012
YAHOOPARTSOLVER.COM	1/21/2012
YAHOOPARTSTORE.COM	1/21/2012
ZANANETWORKPARTSEARCH.COM	1/15/2012

EXHIBIT C

BILL OF SALE

THIS BILL OF SALE is made, executed and delivered as of ___________, 2011, by and between Partsearch Technologies, Inc., a Delaware corporation ("Seller"), and ELDIS, Inc., a corporation organized under the laws of Nova Scotia ("Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 27, 2011 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and between Seller and Purchaser, Seller has agreed to sell, convey, assign, transfer and deliver all of its right, title and interest in, to and under the Purchased Assets (as defined in the Purchase Agreement) to Purchaser, and Purchaser has agreed to purchase and acquire such Purchased Assets from Seller, all as more fully described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms that are used but not defined in this Bill of Sale shall have the meaning ascribed to such terms in the Purchase Agreement.

2. Conveyance. Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser all of its right, title and interest in and to all of the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities), to have and to hold such Purchased Assets to and for Purchaser's use forever.

3. Appointment. Seller hereby constitutes and appoints Purchaser, and its successors and assigns, as Seller's true and lawful attorney, with full power of substitution, in Seller's name and stead, by, on behalf of and for the benefit of Purchaser, and its successors and assigns, to demand and receive any and all of the Purchased Assets transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Purchaser, and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser, and its successors or assigns, may deem proper for the collection or reduction to possession of any of the Purchased Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed, transferred and delivered, and to do all acts and things in relation to the Purchased Assets transferred hereunder that Purchaser, and its successors or assigns, shall deem desirable.

4. No Third Party Beneficiaries. Nothing in this Bill of Sale, express or implied, is intended to or shall confer upon any other Person or Persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Bill of Sale.

5. Binding Effect; Assignment. This Bill of Sale shall be binding upon and inure solely to the benefit of Purchaser and Sellers and their respective successors (whether by operation of Law or otherwise) and permitted assigns. For the avoidance of doubt, Purchaser

may assign all or any portion of its rights and obligations hereunder to one or more Affiliates of Purchaser.

6. Governing Law. This Bill of Sale shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the substantive laws of the State of New York, without giving effect to any provision thereof that would require the application of the substantive laws of any other jurisdiction, except to the extent that such laws are superseded by the Bankruptcy Code.

7. Construction. This Bill of Sale is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall prevail.

8. Notices. All notices and other communications hereunder shall be made in accordance with Section 10.4 of the Purchase Agreement.

9. Counterparts. This Bill of Sale may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

[Signature page follows]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first above written.

SELLER:

PARTSEARCH TECHNOLOGIES, INC.

By: ______________________________
Name:
Title:

PURCHASER:

ELDIS, INC.

By: ______________________________
Name:
Title:

EXHIBIT D

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement ("Agreement") is made as of January 27, 2011 (the "Effective Date") by and between ELDIS, Inc., a corporation organized under the laws of Nova Scotia ("Purchaser"), and Partsearch Technologies, Inc., a Delaware corporation ("Seller").

WHEREAS, Seller is engaged in the business of selling parts for electronics, appliances and other items, and offering customer support services for retailers, in each case through the internet or via telephone (the "Business");

WHEREAS, on January 27, 2011, Seller commenced a case under title 11 of the Bankruptcy Code, 11 U.S.C. §§ 101—1330 (the "Bankruptcy Code"), by filing a voluntary petition for relief in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), Case No. [_____];

WHEREAS, Seller has agreed to sell, transfer and assign to Purchaser, and Purchaser has agreed to purchase, acquire and assume from Seller, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities pursuant to an Asset Purchase Agreement dated as of January 27, 2011, by and between Purchaser and Seller (the "Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement contemplates that Seller and Purchaser shall enter into an agreement relating to certain transition services to be provided by Seller to Purchaser after the Effective Date;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms not otherwise defined herein shall have the same meanings given to them in the Asset Purchase Agreement.

2. Transition Services.

2.1 *Transition Services*. In furtherance of Purchaser's acquisition of the Business and Purchased Assets, during the Term (as defined in Section 5), Seller agrees to provide Purchaser use of those services described on Schedule A hereto (the "Transition Services" and each service listed, a "Transition Service") on the terms specified in Schedule A and herein.

2.2 *Cooperation*. Purchaser shall cooperate with and provide such assistance as is reasonably required by Seller to provide the Transition Services. Such cooperation shall include, but not be limited to, the timely provision of any information reasonably required by Seller in connection with the provision of the Transition Services. Seller shall cooperate with and provide such assistance as is reasonably required by Purchaser in connection with the Transition Services and the other transactions contemplated in this Agreement. Such cooperation shall include, but not be limited to, the collection of credit card payments on Purchaser's behalf from customers of the Business and the wiring of such amounts in immediately available funds one Business Day after which such amounts are received to an account or account(s) designated by Purchaser, net only of refunds, credit card charge-backs, wire transfer fees, credit card processing fees, and any applicable discounts. Purchaser shall be responsible for any additional security and/or reserve deposit required by Seller's credit card transaction service provider or merchant service provider, provided that Seller shall turn over, or cause to be turned over, to Purchaser any such deposit, net of credit card charge-backs, refunds, wire transfer fees and/or any other offsets, if any, to the extent related to the Transition Services or Purchaser's post-Closing operation of the Business, taken by the party holding the deposit, no later than two Business Days after such deposit is returned from the credit card transaction service provider and/or merchant service provider, as applicable, to Seller. Any such additional deposit or reserve posted by Purchaser shall not constitute property of Seller's bankruptcy estate but shall be and at all times shall remain Purchaser's property.

3. Use of Premises and Facilities.

3.1 *Premises*. Seller agrees, during the Term of this Agreement, to grant to Purchaser the use of (a) a portion of the existing physical space and facilities that is used in connection with the Business, consisting of approximately 7,645 square feet (the "Kingston Premises") within the building located at 204 Enterprise Drive, Kingston, New York 12401 (the "Kingston Building"), and (b) the existing physical space and collocation facility that is used in connection with the Business, consisting of certain space used to house the Debtor's telecommunication's equipment located at Cedar Knolls I, Data Center & Corporate Office, 9 Wing Drive, Cedar Knolls, NJ 07927 (the "NJ Premises"), which NJ Premises is in the building located at 9 Wing Drive, Cedar Knolls, New Jersey 07927 (the "NJ Building"). The Kingston Premises and the NJ Premises are referred to herein, collectively, as the "Premises". The Kingston Building and the NJ Building are referred to herein, collectively, as the "Buildings". Purchaser shall have the right to reasonably identify the specific Premises to be used in the Buildings. In connection with, and in addition to, its use of the Premises, Purchaser shall also have the non-exclusive right to use, subject to Seller's reasonable rules and regulations, the hallways, stairways, restrooms, kitchens, break rooms and other areas of the Buildings in reasonable proximity to the Premises that may be reasonably necessary for Purchaser's use of the Premises (the "Shared Areas"). For the avoidance of doubt, a portion of the existing physical space and facilities known as the "Training Room", consisting of approximately 400 square feet within the Kingston Building (the "Holdback Premises"), shall not be subject to this Agreement and shall be used by Seller for its own account to perform certain administrative and accounting functions during the Term.

3.2 *Telecommunications, Internet and Utility Services*. Seller shall use commercially reasonable efforts to provide to each of the Premises, as applicable, telecommunications services, internet services, electricity, water and heating, ventilating and air conditioning at the levels provided immediately prior to the Effective Date and at levels reasonably sufficient to allow Purchaser to conduct the Business as the Business was conducted prior to the Effective Date. Seller shall not, however, be liable for the interruption of any services or utilities for causes beyond Seller's reasonable control; provided however that Seller shall cooperate with Purchaser to remediate as promptly as reasonably practicable any such interruption of services. Purchaser shall be responsible for any additional security and/or reserve deposit required by the providers of the services described in this Section 3.2, provided that Seller shall turn over, or cause to be turn over, to Purchaser any such deposit, net of wire transfer fees and/or any other fees or offsets, if any, to the extent related to the Transition Services, no later than two Business Days after such deposit is returned from a provider, as applicable, to Seller. Any such additional security and/or reserve deposit posted by Purchaser shall not constitute property of Seller's bankruptcy estate but shall be and at all times shall remain Purchaser's property.

3.3 *Use; Compliance with Laws; Rules.* Purchaser may use the Kingston Premises and the NJ Premises consistent with the operation of the Business prior to the Effective Date and only for the specific, allowed purposes set forth in the respective lease agreements governing such Premises. Purchaser shall observe and comply with all laws with respect to Purchaser's use of each of the Premises. Purchaser shall not do or permit anything to be done in, about or with respect to either of the Premises which would (a) injure any Premises or any Building or (b) vibrate, shake, overload, or impair the efficient operation of any Premises or any Building or any of the building systems located therein. Purchaser shall comply with all reasonable rules and regulations promulgated from time to time by Seller, including, without limitation, rules relating to security and access within the Buildings, as applicable. With respect to all of the foregoing, Seller shall promptly notify Purchaser if its actions fail to comply in order to permit Purchaser to cure or otherwise remedy such failure.

3.4 *Insurance.* Purchaser shall obtain and keep in full force and effect, at Purchaser's sole cost, a commercial general liability policy of insurance protecting Purchaser against claims for bodily injury, personal injury and property damage based upon, involving or arising out of Purchaser's use or occupancy of each of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence. The policy shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of Purchaser's indemnity obligations under this Agreement, and shall name Seller as an additional insured. In addition, Purchaser shall obtain and keep in full force and effect, at Purchaser's sole cost, a policy of "all risk" property insurance insuring Purchaser's personal property in each of the Premises. Purchaser shall deliver certificates evidencing such insurance to Seller upon request. Each such insurance policy shall be in a form and from an insurance company reasonably acceptable to Seller.

3.5 *Hazardous Materials.* Purchaser shall not, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion, use, store, transport or dispose of any Hazardous Material in or about the any of the Buildings. Purchaser, at its sole cost, shall comply with all laws relating to its use of Hazardous Materials. If Hazardous Materials stored, used, disposed of, emitted, or released on or about any of the Buildings by Purchaser or its agents, employees or contractors result in contamination of any of the Buildings or the water or soil thereunder, then Purchaser shall promptly take any and all action necessary to clean up such contamination as required by law. Purchaser shall indemnify, defend, protect and hold Seller and its officers, directors, employees, successors and assign harmless from and against, all losses, damages, claims, costs and liabilities, including attorneys' fees and costs, arising out of Purchaser's use, discharge, disposal, storage, transport, release or emission of Hazardous Materials on or about any of the Buildings during the Term in violation of applicable law. Seller shall indemnify, defend, protect and hold Purchaser and its officers, directors, employees, successors and assigns harmless from and against, all losses, damages, claims, costs and liabilities, including attorneys' fees and costs, arising out of Seller's use, discharge, disposal, storage, transport, release or emission of Hazardous Materials on or about any of the Buildings during the Term in violation of applicable law. "Hazardous Materials" shall mean any material or substance that is now or hereafter designated by any applicable governmental authority to be, or regulated by any applicable governmental authority as, radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment.

3.6 *Repairs*. Purchaser accepts each of the Premises in "as is" condition, provided however that the Seller represents that the Premises are presently in good, working order. During its use of the Premises, Purchaser shall maintain each of the Premises in neat, orderly condition and shall repair any damage to any of the Buildings caused by Purchaser or its agents, employees, contractors or invitees; provided however that Purchaser shall not be responsible for the actions of Seller or its agents, employees, contractors or invitees, including without limitation, Seller Employees performing services in the Buildings under this Agreement. Except for obligations which are Purchaser's responsibility pursuant to the preceding sentence, Seller shall maintain each of the Buildings in good, working order and, Sellers Employees shall maintain each of the Premises in neat, orderly condition.

3.7 *Alterations*. No alterations or improvements shall be made to any Premises without the prior written consent of Seller, which consent shall not be unreasonably withheld and which consent shall be subject to the respective lease agreements governing such Premises.

3.8 *Condemnation*. If all or any part of any Premises is taken by any Governmental Authority by the exercise of the power of eminent domain or by a voluntary transfer in lieu thereof (a "Condemnation"), this Agreement shall terminate as to the part of the applicable Premises taken. All Condemnation proceeds shall be the property of Seller.

3.9 *Seller's Right to Enter*. Provided Seller complies with all of Purchaser's reasonable security measures, Seller and/or its agents may, upon reasonable advance notice (except in the case of emergency directly affecting the Premises), enter the Kingston Premises and/or the NJ Premises at any reasonable time for the purpose of inspecting the same, supplying any service to be provided by Seller to Purchaser, making necessary alterations or repairs or for any other purpose permitted under this Agreement. With respect to the Holdback Premises, Seller may enter such Holdback Premises at any time without notice to Purchaser. Seller's right to enter shall not interfere with Purchaser's use of the Premises under this Agreement.

3.10 *Confidentiality*. The parties hereto acknowledge that neither Premises is separately demised, and each party shall use commercially reasonable efforts to prevent its agents, employees or contractors from discovering or otherwise coming into contact with confidential information of the other party. If, despite such efforts, any such confidential information is discovered by a party, such party shall immediately inform the other party of such discovery, and shall hold, and cause its employees, agents, contractors, invitees and Purchaser to hold, such information confidential.

3.11 *Vacating Premises*. Upon expiration of the Term, Purchaser shall vacate and surrender each of the Premises to Seller in the same condition as received from Seller, excepting ordinary wear and tear, and the Purchased Assets and all of Purchaser's personal property shall be removed from each of the Premises in compliance with all applicable laws. Once all the Purchased Assets and personal property of Purchaser have been removed, Seller will supply a checklist of any remaining items required to be removed by Purchaser hereunder or damages to the Premises for which Purchaser is responsible hereunder within three Business Days, and Purchaser will have three Business Days to contest any item on the list. After this period, Purchaser agrees to make commercially reasonable efforts to remove any such remaining assets or repair any such damage within fifteen Business Days. If any of the Premises are not so surrendered, Purchaser shall be liable to Seller for all costs actually incurred by Seller in returning the Premises to the required condition. If Purchaser does not surrender the Premises upon the expiration of the Term of this Agreement or its earlier termination, as required above, Purchaser shall indemnify, defend, protect and hold harmless Seller from and against all actual and reasonable costs and/or losses incurred and paid by Seller to the extent resulting from Purchaser's delay in surrendering the Premises, and pay Seller a holdover fee of $5,000 a month (prorated for any partial month). Purchaser shall not be responsible for any damages caused by Seller, including any of Seller Employees hereunder, and shall not be responsible for removing any assets retained by Seller under the Asset Purchase Agreement or otherwise constituting Seller's property.

4. Storage and Delivery of Purchased Assets.

Seller and Purchaser agree that during the Term, the machinery, equipment and other personal property included in the Purchased Assets and located at either of the Premises may, at the sole discretion of Purchaser, remain at the Premises, as applicable, and Seller shall reasonably cooperate with Purchaser to preserve the Purchased Assets in their current condition, subject to ordinary wear and tear. During the Term, Purchaser shall have the right to, at its expense, crate, remove and transport the Purchased Assets or any property or goods developed, manufactured or created with the aid of any of the Purchased Assets from either of the Premises without damage to Seller's property, provided that Seller shall reasonably cooperate with Purchaser in effecting such process.

5. Term.

5.1 *Initial Term.* The initial term of this Agreement shall commence on the Effective Date and continue for ninety (90) days (the "Initial Term"), unless earlier terminated as provided herein.

5.2 *Extended Term.* Purchaser may, in its sole discretion extend the term of this agreement for up to an additional ninety (90) days beyond the final day of the Initial Term upon written notice to Seller at least thirty (30) days prior to the expiration of the then-current Term (the "First Extension"). The Purchaser may request a further extension of up ninety (90) days (the "Second Extension") of the term of this agreement beyond the First Extension, which shall require the consent of Seller, not to be unreasonably withheld, and shall be subject to approval by the Bankruptcy Court. If Purchaser's request for the Second Extension is accepted by Seller and approved by the Bankruptcy Court, the Initial Term (as extended by the First Extension) shall be extended to such later date as may be agreed upon by Seller and Purchaser (any extended term beyond the Initial Term, as extended by the First Extension, when referenced collectively with the Initial Term, the "Term"). If, under applicable Law, any consent of a landlord is required in order to effectuate the foregoing terms of this Section 5.2, Seller shall use its reasonable best efforts to obtain such consent.

5.3 *Purchaser Termination.* Purchaser may terminate this Agreement, any individual Transition Service provided for hereunder or any portion thereof, with or without cause, with thirty (30) days' written notice to Seller. Notwithstanding the preceding sentence, Section 3.11 (Confidentiality), Section 3.12 (Vacating Premises), Section 8 (Indemnity), and the indemnification provisions contained in Section 3.5 shall survive any termination of this Agreement.

5.4 *Seller Termination.* Seller may terminate this agreement in the event of any material breach by Purchaser of any of its obligations hereunder, which breach is either incapable of being cured or, if capable of being cured, is not cured in all material respects within thirty (30) days or, with respect to a material breach relating to the payment of Fees under Section 6 hereof, within seven (7) days, after written notice thereof. Notwithstanding the preceding sentence, Section 3.11 (Confidentiality), Section 3.12 (Vacating Premises), Section 8 (Indemnity), and the indemnification provisions contained in Section 3.5 shall survive any termination of this Agreement.

6. Fees.

6.1 *Scheduled Services and Fees.* In consideration of the provision of the Transition Services hereunder, Purchaser shall pay Seller monthly fees ("Fees") at the rates set forth on Schedule A hereto, as such schedule may be updated from time to time pursuant to the mutual agreement of the parties hereto and provided that Seller may update such schedule for the First Extension and the Second Extension upon thirty (30) days prior written notice to the Purchaser of the Fees for such extension period to reflect the actual costs to Seller in providing the Transition Services. To the extent that the provision of an individual Transition Service terminates, no Fees shall accrue in respect of such Transition Service after the date of such termination (and if a Transition Service terminates prior to the last day of a month, the Fee in respect of such service shall be prorated, provided, however, that such proration shall only be made to the extent that the Seller gets an equivalent benefit of proration from the third party provider of such service, if any). Purchaser shall pay to Seller all Fixed Fees (as defined on Schedule A) with respect to each thirty (30) day period included in the Term on the first Business Day of such thirty (30) day period. Seller shall provide Purchaser with an invoice for all Variable Fees (as defined on Schedule A) and/or outstanding amounts payable to Seller twice a month and Purchaser shall pay Seller within fifteen (15) days of receipt of the invoice. In addition to the Fees set forth on Schedule A, Purchaser shall pay Seller an administrative fee of $5,000 per month ("Administrative Fee"), which shall be payable to Seller on the first day of each thirty (30) day period included in the Term. Other than the Administrative Fee, all Fees hereunder, including Variable Fees, shall solely reflect Seller's actual costs in providing the Transition Services relating thereto and shall not include any markup or additional fees, and such actual costs shall, in any case, be reasonable and customary and Seller shall provide Purchaser with copies of invoices received from third party vendors for Fixed Fees and Variable Fees within three (3) Business Days from receipt.

6.2 *Additional Services and Fees.* Purchaser may request additional services not contemplated by Schedule A. In such event, the parties hereto shall cooperate in good faith to determine the anticipated actual cost to Seller of providing such additional service (which actual cost shall, in any event, be reasonable and customary), shall calculate a monthly fee with respect to any such additional service based on such anticipated actual cost, and shall, by mutual agreement, amend Schedule A hereto to reflect such additional service and fee. Upon such amendment to Schedule A, such additional service shall be deemed a "Transition Service" for all purposes hereunder, and such additional fee shall be deemed a "Fee" for all purposes hereunder, including Section 6.1.

7. Personnel; Standard of Performance.

(a) Each Transition Service to be provided hereunder shall be performed by the personnel set forth on Schedule A, as such schedule may be updated from time to time pursuant to the mutual agreement of the parties hereto, under the listing for such Transition Service (each such individual, a "Seller Employee" and, collectively, the "Seller Employees"), unless otherwise mutually agreed by the parties. Seller shall remain responsible, in accordance with the terms of this Agreement, for the performance of the Transition Services and all other obligations of Seller hereunder. Seller shall not use any subcontractor or other third party to provide any Transition Services hereunder without the prior written consent of Purchaser, and Seller shall remain responsible for the performance of the Transition Services in the event a subcontractor or other third party is used. Seller shall (and shall cause any Person performing services on its behalf to) provide, or cause to be provided, the Transition Services in a manner, quality, and timeframe and using efforts and a degree of skill, care and prudence substantially consistent with the past practice of Seller for the Business, but in any event with not less than a reasonable degree of care and in a customary manner for such Transition Services. In providing Transition Services, Seller shall accord Purchaser no less than the same priority it has historically accorded the Business.

(b) All individuals providing the Transition Services on behalf of Seller pursuant to this Agreement shall be employees of Seller except as otherwise permitted pursuant to the immediately preceding paragraph. All such individuals shall, at all times, remain employees of Seller and shall not be deemed for any purpose to be employed by Purchaser. Purchaser shall have no liability to such individuals with respect to any matter arising out of or relating to their employment by Seller, including, without limitation, claims for wages, salaries, benefits or severance.

(c) Purchaser acknowledges that the Seller Employees are employees at-will. Seller shall use its reasonable best efforts to retain the Seller Employees during the Term as is required to perform the Transition Services hereunder, provided that, subject to Purchaser's prior written approval, Purchaser shall reimburse Seller for any actual and reasonable cost (including the cost of any incentives and/or bonuses) over and above the applicable Fixed Fees incurred by Seller in doing so, and Schedule A shall be accordingly adjusted to reflect any such cost.

(d) If a Seller Employee elects to terminate its employment relationship with Seller during the Term (any such employee, a "Terminating Employee"), Seller shall use its reasonable best efforts to retain a person other than the Terminating Employee (the "Replacement Employee") to perform the Transition Services previously performed by the Terminating

Employee, who will, subject to the consent of Purchaser and Seller, be listed on an amended Schedule A to this Agreement. The Fixed Fee in respect of such Terminating Employee shall be allocated toward the actual reasonable costs relating to the employment of such Replacement Employee. Subject to Purchaser's prior written approval, Purchaser shall reimburse Seller for any and all additional actual and reasonable costs relating to the recruitment and employment of the Replacement Employee, including, without limitation, claims for wages, salaries and/or benefits and taxes related thereto, provided that any such Replacement Employee shall not be deemed for any purpose to be employed by Purchaser and that the other provisions of Section 7(b) hereof shall apply to any such Replacement Employee, and provided, further, that any such Replacement Employee shall be deemed a Seller Employee for all purposes hereof.

(e) Seller shall not be liable for any failure of, or delay in the performance of, any Transition Services under this Agreement for the period that such failure or delay is due to acts of God, civil war, strikes or labor disputes, or any other cause beyond Seller's reasonable control. Seller shall notify Purchaser promptly of the occurrence of any such cause and shall resume full performance of such Transition Services as promptly as practicable after such cause is terminated.

(f) Nothing in this Agreement shall grant, suggest or imply any right, agreement or authority for one party to use the name, trademarks, service marks, trade names or domain names of the other for any purpose whatsoever. Nothing in this Agreement shall be deemed to grant to either party any right, agreement or assignment of any intellectual property of the other party. The parties hereto acknowledge and agree that the matters contemplated by this paragraph are governed by the Asset Purchase Agreement and the assignment documents ancillary thereto.

8. Indemnity.

8.1 *Indemnity by Purchaser.* Subject to Section 8.2 hereof, Purchaser will defend, indemnify, and hold harmless Seller and its affiliates, and each of their respective officers, directors, employees, customers, agents, successors and assigns (collectively, "Seller Indemnified Parties"), from and against any and all costs, losses, liabilities and expenses (including reasonable attorneys fees) arising out of or relating to: (i) third party claims related to Purchaser's use of the Transition Services under this Agreement; (ii) any dispute between Purchaser and Purchaser's customers or suppliers; (iii) any services or transactions performed by Purchaser using the Transition Services, including without limitation, any and all claims, actions, suits, or proceedings alleging fraud, breach of security, noncompliance with laws, breach of contract, infringement, misappropriation or negligence; and (iv) breach of Purchaser's obligations under this Agreement.

8.2 *Indemnity by Seller.* Seller will defend, indemnify, and hold harmless Purchaser and its affiliates, and each of their respective officers, directors, employees, customers, agents, successors and assigns, from and against any and all costs, losses, liabilities and expenses (including reasonable attorneys fees) arising out of or relating to the bad faith, willful or wanton misconduct, negligence or gross negligence of a Seller Indemnified Party. PURCHASER ACKNOWLEDGES THAT, OTHER THAN AS EXPRESSLY PROVIDED HEREIN, SELLER PROVIDES THE TRANSITION SERVICES WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED

WARRANTY OF NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER MAKES NO REPRESENTATION OR WARRANTY THAT THE TRANSITION SERVICES DO NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADE SECRET OF ANY THIRD PARTY, AND ACCEPTS NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES OR ACTION INCURRED OR UNDERTAKEN BY PURCHASER OR ANY OF ITS AFFILIATES, CONTRACTORS OR AGENTS AS A RESULT OF PURCHASER'S RECEIPT OR USE OF TRANSITION SERVICES OTHER THAN THOSE EXPENSES, LOSSES OR ACTIONS RESULTING FROM OR ARISING OUT OF A SELLER INDEMNIFIED PARTY'S ACTS OF BAD FAITH, WILLFUL OR WANTON MISCONDUCT, NEGLIGENCE OR GROSS NEGLIGENCE.

8.3 *Limitations on Liability.* UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, ARISING UNDER STATUTE OR OTHERWISE.

9. Notices.

All notices, requests, demands and other communications shall be given in accordance with the provisions contained in the Asset Purchase Agreement.

10. General Provisions.

10.1 *Independent Contractor Status.* The status of Seller shall be that of independent contractor and nothing set forth herein shall be deemed to constitute any partnership, joint venture, fiduciary relationship, agency, or similar relationship between the parties hereto. Neither party hereto shall represent to any third party that any such partnership, joint venture, fiduciary relationship or agency exists in respect of this Agreement, or that Seller is acting on behalf of Purchaser pursuant to this Agreement in any capacity other than that of independent contractor. Nothing in this Agreement confers authority upon either party to enter into any commitment or agreement binding on the other.

10.2 *Entire Agreement.* This Agreement and the Asset Purchase Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, representations or warranties, whether oral or written, by any party hereto or any officer, director, employee or representative of any party hereto. No modification or waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party to be charged therewith.

10.3 *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

10.4 *Assignability.* This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither Seller nor Purchaser may assign this Agreement or any interest herein without the prior written consent of the other party hereto, provided that Purchaser may, in its sole discretion, assign all or any portion of its rights and obligations hereunder to one or more Affiliates of Purchaser. To the extent Purchaser assigns all or any portion of its rights and obligations hereunder to one of its Affiliates, Purchaser shall guarantee such Affiliate's payment obligations hereunder.

10.5 *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be deemed in original but all of which together shall constitute one and the same instrument.

10.6 *Effect of Headings*. The titles of section headings herein contained has been provided for convenience of reference only and shall not affect the meaning of construction of any of the provisions hereof.

10.7 *Waivers*. Compliance with any condition or covenant set forth herein may not be waived except by writing duly executed by the party or parties to be bound. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereto, and any waiver on the part of any party of any such right, power or privilege, or any single or partial exercise thereof shall not preclude any further exercise thereof or the exercise of any other such right, power or privilege.

10.8 *Governing Law*. This Agreement shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the state of New York, without giving effect to any principles of conflicts of law.

10.9 *WAIVER OF RIGHT TO TRIAL BY JURY*. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION OR PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATING TO THIS AGREEMENT OR ANY AGREEMENTS CONTEMPLATED HEREIN OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

10.10 *Construction*. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, or neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. References to "this Agreement" shall include all Exhibits, Schedules and other agreements, instruments or other documents attached hereto. The words "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. References in this Agreement to Articles, sections, Schedules or Exhibits are to Articles or sections of, Schedules or Exhibits to, this Agreement, except to the extent otherwise specified herein. References to the consent or approval of any Party mean the written consent or approval of such Party, which may be withheld, conditioned or delayed in such Party's sole and absolute discretion, except to the extent otherwise specified herein. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. Any agreement, instrument or statute defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and are not part of this Agreement and do not in any way limit or modify the provisions of this Agreement and shall not affect the interpretation hereof. Unless otherwise specified herein, payments that are required to be made under this Agreement shall be paid by wire transfer of immediately available funds to an account designated in advance by the Party entitled to receive such payment. All references to "dollars" or "$" or "US$" in this Agreement means U.S. dollars.

10.11 *Time Periods*. Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking action falls on a weekend or a legal holiday in the State of New York, the period during which such action may be taken shall be automatically extended to the next Business Day.

10.12 *No Strict Construction*. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party.

10.13 *Specific Performance*. The Parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the parties hereto shall be entitled to specific performance of the terms hereof (without the posting of any bond), in addition to any other remedy at law or equity.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts as of the date set forth above by their duly authorized representatives.

PURCHASER:

ELDIS, INC.

By: ______________________________

Name:
Title:

SELLER:

PARTSEARCH TECHNOLOGIES, INC.

By: ______________________________

Name:
Title:

SCHEDULE A

Description of Transition Services and Fees

See attached.

SCHEDULE A

Description of Transition Services and Fees

Monthly Fixed Personnel Fees

Employee	Position	Monthly Fee
Gurevich, Marina	Dir. of Database Services	N/A
Eisenzopf, Eric	Manager of IS	N/A
Perrino, Andrea	Finance Business Analyst	N/A
Comer, Jon	Lead Operations Engineer	N/A
Guglietta, Scott	Support Technician	N/A
Ray, John	Sr. Accountant	N/A
Bocchino, Terry	Jr. Accountant	N/A
Total Fixed Personnel Fees		**$52,564**

Monthly Fixed Non-Personnel Fees

Service Provider	Description	Monthly Fee
Net Access	Fixed monthly co-location costs	$6,920
Kingston Rent (including CAMs)		20,212
Kingston Property Tax		3,461
Total Monthly Fixed Non-Personnel Fees		**$30,593**

Total Fixed Monthly Fees (each fixed fee set forth above, a "Fixed Fee" and, collectively, the "Fixed Fees")	**$83,157**

Monthly Variable Fees (each variable fee set forth below, a "Variable Fee" and, collectively, the "Variable Fees")

Service Provider	Description	Monthly Fee	Estimated Monthly Cost*
Net Access	Additional colocation service fees	Variable	$9,000
AT&T	Toll free numbers and related services	Variable	5,000
Verizon	Local phone service	Variable	
Lightower	Internet service	Variable	3,500
dotCMS	Landing page host	Variable	1,600
Paychex	HR Service Provider	Variable	1,000
CyberSource	Credit Card Processing Cost	Variable	3,000
Kingston Utilities	Passed through from Landlord	Variable	1,600
Postage, Fedex	As needed	Variable	N/A
Bank merchant services fees	Bank fees to clear credit card transactions	Variable	2.5% of gross credit card receipts
Employee out of pocket expenses	T&E required to provide transition services	Variable	N/A
Hourly customer service employees	Hourly rate, FICA, healthcare and vacation accrual	Variable	10,000
Overtime for hourly employees	As needed	Variable	N/A

*NOTE: Estimated Monthly Costs shown on this Schedule A are for estimation purposes only. The Variable Fees incurred shall be invoiced to Purchaser in accordance with the Transition Services Agreement.

EXHIBIT E

Proposed Sale Procedures Order

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
PARTSEARCH TECHNOLOGIES, INC.,[1]	Case No. 11-______
Debtor	

ORDER (A) AUTHORIZING AND APPROVING AUCTION AND SALE PROCEDURES IN CONNECTION WITH THE DEBTOR'S ASSET SALE, INCLUDING STALKING HORSE BID PROTECTIONS, (B) APPROVING THE FORM AND MANNER OF NOTICE OF THE ASSET SALE AND THE HEARING THEREON, (C) APPROVING THE FORM AND MANNER OF THE CONTRACT NOTICE AND THE ASSUMPTION NOTICE, (D) ESTABLISHING DATES AND DEADLINES RELATING TO BIDDING AND ASSET SALE APPROVAL, AND (E) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtor and debtor-in-possession (the "Debtor") seeking entry of an order (a) authorizing and approving auction and sale procedures in connection with the receipt and analysis of competing bids for substantially all of the assets of the Debtor, including stalking horse bidder protections; (b) approving the form and manner of notice of the Sale and hearing thereon, substantially in the form annexed as Exhibit E to the Motion; (c) (i) approving the form and manner of the Contract Notice, substantially in the form annexed as Exhibit F to the Motion, and (ii) approving the form and manner of the Contract Notice, substantially in the form annexed as Exhibit G to the Motion; (d) establishing the following dates and deadlines set forth in the Motion; and (e) other related relief, pursuant to Sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure

1 The last four digits of the Debtor's taxpayer identification number are: 5335. Partsearch Technologies, Inc. is a Delaware corporation qualified to do business in the State of New York.

2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

(the "Bankruptcy Rules"), Rules 2002-1, 6004-1, 6006-1 and 9006-1(b) of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules") and the Amended Guidelines for the Conduct of Asset Sales established and adopted by the United States Bankruptcy Court for the Southern District of New York pursuant to General Order M-383 (the "Sale Guidelines"); and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and a hearing having been held on [__________], 2011 (the "Sale Procedures Hearing"); and this Court having reviewed the Motion and the exhibits thereto and the arguments of counsel made and the evidence proffered or adduced, as applicable, at the Sale Procedures Hearing; and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Procedures Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors and other parties in interest; and this Court having found the form and manner of notice of the Sale Procedures Hearing is good, sufficient and appropriate under the circumstances and that no other or further notice need be provided or is necessary; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, IT IS HEREBY FOUND THAT:

1. **Sale Procedures.** The Debtor has articulated good and sufficient reasons for authorizing and approving the sale procedures annexed to the Motion as Exhibit C (the "Sale Procedures"), which are fair, reasonable and appropriate under the circumstances and designed to maximize the recovery on, and realizable value of, the Purchased Assets.

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2. **Stalking Horse Bid Protections.** The Debtor has demonstrated a compelling and sound business justification for authorizing the payment of a break-up fee (the "Break-Up Fee" or "Bid Protections") to the Stalking Horse Bidder under the circumstances, including, without limitation, that:

a. the Bid Protections are the product of negotiations among the Debtor and the Stalking Horse Bidder conducted in good faith and at arm's-length, and the APA (including the Bid Protections) is the culmination of a process undertaken by the Debtor and its professionals to negotiate a transaction with a bidder who was prepared to pay the highest or otherwise best purchase price to date for the Purchased Assets in order to maximize the value of the Debtor's estate;

b. the Bid Protections are an actual and necessary cost and expense of preserving the Debtor's estate;

c. the Bid Protections are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale under the APA, the substantial efforts that have been and will be expended by the Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher or better offers, and the substantial benefits the Stalking Horse Bidder has provided to the Debtor, its estate and creditors and all parties in interest herein, including, among other things, by increasing the likelihood that the best possible price for the Purchased Assets will be received;

d. the protections afforded to the Stalking Horse Bidder by way of the Bid Protections were material inducements for, and express conditions of, the Stalking Horse Bidder's willingness to enter into the APA, and were necessary to ensure that the Stalking Horse Bidder would continue to pursue the proposed acquisition on terms acceptable to the Debtor in its sound business judgment, subject to competitive bidding; and

e. the assurance of the payment of the Bid Protections has promoted more competitive bidding by inducing the Stalking Horse Bidder's bid, which may be the highest and best available offer for the Purchased Assets, and which induced the Stalking Horse Bidder to submit a bid that will serve as a minimum or floor bid on which all other bidders can rely and increases the likelihood that the final purchase price reflects the true value of the Purchased Assets.

3. **Assumption and Assignment Procedures.** The Motion, the Contract Notice and the Assumption Notice are reasonably calculated to provide counterparties to the Assumed

Contracts with proper notice of the potential and actual assumption and assignment of their executory contracts, the Cure Costs (if any) relating thereto and the Assumption and Assignment Procedures. The Assumption and Assignment Procedures are reasonably calculated to facilitate the fair and orderly assumption and assignment of the Assumed Contracts.

4. **Sale Notice**. The Sale Notice is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale, including, without limitation: (i) the date, time and place of the Auction (if one is held); (ii) how to access the Sale Procedures and the dates and deadlines related thereto; (iii) the objection deadline for the Sale Motion and the date, time and place of the Sale Hearing (as defined below); (iv) reasonably specific identification of the Purchased Assets; (v) how to access a copy of the APA; (vi) representations describing the Sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds; and (vii) notice of the commitment by the Stalking Horse Bidder to assume certain liabilities of the Debtor.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.

I. Important Dates and Deadlines

1. **Sale Hearing**. [___________], 2011, at [_______] prevailing Eastern Time, is the date and time the sale hearing (the "Sale Hearing") will be held before the Honorable [___________], United States Bankruptcy Judge for the Bankruptcy Court for the Southern District of New York, at: Courtroom No. [___], One Bowling Green, New York, NY 10004. Any obligations of the Debtor set forth in the APA that are intended to be performed prior to the Sale Hearing and/or entry of the Sale Order pursuant to the APA are authorized as set forth herein and are fully enforceable as of the date of entry of this Order. **Please take notice that** the

Sale Hearing may be adjourned by this Court or the Debtor from time to time without further notice other than by announcement in open court or on this Court's calendar.

2. **Sale Objection Deadline.** [____________], 2011 at 4:00 p.m. prevailing Eastern Time, is the deadline to object to entry of the proposed Sale Order, the assumption and assignment of Assumed Contracts and/or cure costs related thereto (the "Sale Objection Deadline"). Objections, if any, **must**: (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefore; and (iv) be filed with this Court and served so *actually received* no later than the Sale Objection Deadline by the following parties (the "Objection Notice Parties"):

[redacted]	
Partsearch Technologies, Inc. 708 Third Avenue, 5th Floor New York, NY 10017 Attn: Lawton W. Bloom, CRO Fax: (845) 340-8986	Brown Rudnick LLP 7 Times Square New York, NY 10036 Attn: William R. Baldiga, Esq. Attn: Nina E. Andersson, Esq. Attn: Caleb B. Piron, Esq. Fax: (212) 209-4801
[redacted]	
Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036 Attn: Adam C. Rogoff, Esq. Attn: Anupama Yerramalli Fax: (212) 715-8000 Email: arogoff@kramerlevin.com Email: ayerramalli@kramerlevin.com	Office of the United States Trustee for the Southern District of New York 33 Whitehall Street, 21st Floor New York, NY 10004 Attn: Susan Golden, Esq.

The failure to timely file an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion, entry of the Sale Order and/or consummation of the Sale, including the assumption and assignment of contracts to the Successful Bidder pursuant to the APA, and shall be deemed to constitute any such party's consent to entry of

the Sale Order and consummation of the Sale and all transactions related thereto.

3. **Response Deadline.** [___________], 2011, is the deadline for filing a response with this Court to any timely-filed objection to entry of the Sale Order, the assumption and assignment of Assumed Contracts and/or cure costs related thereto; *provided*, that such deadline may be extended by agreement of the Debtor and the affected objecting party, provided, however that all objections will be filed by [__:00 am/pm] on the Business Day prior to the Sale Hearing.

4. **Competitive Bidding.** The following dates and deadlines regarding competitive bidding are hereby established (subject to modification as needed):

a. *Qualified Bid Deadline*: [___________], 2011 at 5:00 p.m. prevailing Eastern Time, is the deadline by which all "Qualified Bids" (as defined in the Sale Procedures) must be *actually received* by the parties specified in the Sale Procedures (the "Bid Deadline"); and

b. *Auction*: [___________], 2011 at [_____] a.m. prevailing Eastern Time, is the date and time the Auction, if one is needed, will be held at the offices of counsel to the Debtor: Brown Rudnick LLP, 7 Times Square, New York, NY 10036.

II. Sale Procedures and Related Relief

5. The Sale Procedures, substantially in the form annexed to the Motion as Exhibit C and incorporated by reference as though fully set forth herein, are hereby approved. The Sale Procedures shall govern the submission, receipt and analysis of all bids relating to the proposed Sale, and any party desiring to submit a higher or better offer for the Purchased Assets shall do so strictly in accordance with the terms of the Sale Procedures and this order.

6. The Bid Protections described in the Motion are hereby approved. The Debtor is authorized to pay any and all amounts owing to the Stalking Horse Bidder in accordance with the terms of the APA, including the Break-up Fee, without further order of this Court, except as otherwise provided herein. Seller shall make payment of the Break-Up Fee pursuant to the APA and Purchaser shall not be required to wait for payment of the Break-Up Fee until the Debtor

pays other administrative expense claims in the Seller Chapter 11 Case.

7. As described in the Sale Procedures, if the Debtor does not receive any Qualified Bids other than from the Stalking Horse Bidder or if no Qualified Bidder other than the Stalking Horse Bidder indicates its intent to participate in the Auction, the Debtor will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder and the Debtor will seek approval of the APA at the Sale Hearing. If one or more Qualified Bids is timely received from a Qualified Bidder (other than the Stalking Horse Bidder) in accordance with the Sale Procedures, the Debtor shall conduct the Auction as set forth herein.

8. If the Auction is conducted, each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding process or the Sale. The Auction will be conducted openly and shall be transcribed or videotaped.

III. Assumption and Assignment Procedures

9. The following procedures regarding the assumption and assignment of certain executory contracts in connection with the Sale are hereby approved to the extent set forth herein, and shall govern the assumption and assignment of all executory contracts proposed to be assumed by the Debtor pursuant to Section 365(b) of the Bankruptcy Code and assigned to the Stalking Horse Bidder (or other successful bidder following the Auction, if any) pursuant to Section 365(f) of the Bankruptcy Code under the APA:

a. **Contract Notice**. As soon as practicable after the entry of this Order, the Debtor shall file with the Court and serve on all non-debtor counterparties (the "Contract Notice Parties") to any executory contract that may be assumed by the Debtor and assigned to the Successful Bidder, a "Contract Notice" in the form annexed as Exhibit F to the Motion that identifies, to the extent applicable: (i) the contract that may be an Assumed Contract; (ii) the name of the counterparty to such contract; (iii) the cure costs (if any) for such contract if it becomes an Assumed Contract; and (iv) the deadline by which any such Contract Notice Party must file any Objection to the proposed assumption and assignment (which deadline shall be the Sale Objection Deadline); provided, however, if the Successful Bidder identified for assumption and assignment any additional executory contract(s) after the Sale Objection Deadline ("Contract Election"), then the Seller shall file with the Court and serve on the applicable non-Debtor contract party a Contract Notice, which establishes an objection deadline (the "Additional Contract Deadline") for that additional Assumed Contract(s), which Contract Notice shall be filed and served no later than one (1) business day after the Successful Bidder notifies Seller of the Contract Election; provided, further, however, that the presence of a contract on a Contract Notice does not constitute an admission that such contract is an executory contract. As soon as practicable after the selection or designation of the Successful Bid, the Debtor shall file with the Court and serve on the Contract Notice Parties a further notice in the form annexed as Exhibit G to the Motion (the "Assumption Notice") identifying the Successful Bidder and stating which executory contracts and unexpired leases (if any) will be Assumed Contracts, and no other or further notice will be required with respect to the Assumed Contracts.

b. **Objections**. Objections, if any, to the assumption and assignment of any contract, proposed cure costs (if any) or adequate assurance of future performance proposed with respect thereto must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules and Local Bankruptcy Rules; (iii) state with specificity the nature of the objection and, if to the cure amount proposed by the Debtor, the cure costs alleged by the objecting party, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with this Court and served upon so as to be *actually received* by the Objection Notice Parties on or before the Sale Objection Deadline or, if applicable, the Additional Contract Deadline; provided, further, that if, following the Auction, the Stalking Horse Bidder is not the Successful Bidder, the deadline for such counterparties shall be automatically extended through and until the commencement of the Sale Hearing.

c. **Dispute Resolution**. If the parties are not able to consensually resolve any such objection prior to the Sale Hearing, the dispute will be heard at the Sale Hearing (or such other date as fixed by this Court).

d. **Purchaser Designation Rights**. From the time of entry of the Sale Procedures Order until closing of the Sale, Purchaser shall have the right to (i) designate additional executory contracts and unexpired leases for assumption and assignment and (ii) exclude from assignment executory contracts and unexpired leases previously designated by Purchaser for assumption and assignment (the "Purchaser Designation Rights"). Upon Purchaser's exercise of the Purchaser Designation Rights, the Debtor shall notice each non-debtor counterparty to a contract or lease impacted by

> such exercise of the Purchaser Designation Rights. No later than seven (7) days after the service of such notice, the Debtor will seek a proposed order from this Court approving the assumption of the contract to be assumed pursuant to the Purchaser Designation Rights and finding that the Successful Bidder provided adequate assurance of future performance under Section 365(f)(2)(B) of the Bankruptcy Code.

10. Any party failing to timely file an objection to the assumption and assignment of any contract or related cure costs (if any) listed on the Contract Notice shall be forever barred from objecting thereto, including asserting any additional cure or other default amounts against the Debtor or the Debtor's estate, the Stalking Horse Bidder or other Successful Bidder with respect to such executory contract(s) and shall be deemed to (i) consent to the Sale and the assumption and assignment of such executory contract(s) effectuated in connection therewith and (ii) agree that the Purchasers have provided adequate assurance of future performance within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.

IV. Sale Notice and Related Relief

11. The Sale Notice, substantially in the form annexed as Exhibit E to the Motion, is hereby approved. Within three (3) calendar days of the entry of this order, the Debtor shall cause the Sale Notice to be served upon the following parties: (i) the Office of the United States Trustee; (ii) all parties who are known or reasonably believed to have asserted any lien, encumbrance, claim or other interest in the assets offered for sale; (iii) those creditors listed on the Debtor's Consolidated List of Creditors Holding the 30 Largest Unsecured Claims; (iv) all entities who are parties to executory contracts and unexpired leases (if any) to be assumed and assigned or rejected as part of the proposed transaction; (v) those parties requesting notice pursuant to Bankruptcy Rule 2002; (vi) all affected federal, state and local regulatory and taxing authorities, including the Internal Revenue Service. The Sale Notice will also be provided to all entities known or reasonably believed to have expressed interest in acquiring the Purchased

Assets of the Debtor offered for sale.

12. The Debtor is authorized to execute and deliver all instruments and documents, and take such other action as may be necessary or appropriate to implement and effectuate the transactions contemplated by this Order.

13. The Motion is granted to the extent set forth herein, and all objections or other responses to the Motion are overruled or resolved on the terms set forth herein.

14. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Motion.

15. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from, based upon or related to this order.

Date: ____________________, 2011
New York, New York

____
United States Bankruptcy Judge

1798741

EXHIBIT F

Proposed Sale Order

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
PARTSEARCH TECHNOLOGIES, INC.,[1]	)	Case No. 11-______
Debtor	)	

ORDER AUTHORIZING AND APPROVING (A) THE SALE OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (B) ENTRY INTO AND PERFORMANCE UNDER THE ASSET PURCHASE AGREEMENT AND RELATED AGREEMENTS, (C) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND (D) RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtor and debtor-in-possession (the "Debtor") seeking entry of an order, pursuant to Sections 105(a), 363, 365, 503 and 507 of the United States Bankruptcy Code (the "Bankruptcy Code"), and Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") authorizing and approving the following:

(a) the sale of substantially all of the assets of the Debtor (the "Sale");

(b) the entry into, performance under and terms and conditions of the Asset Purchase Agreement dated as of January 27, 2011, annexed as Exhibit D to the Motion (collectively with all related agreements (including, without limitation, any related transition services agreements and/or escrow agreements), documents or instruments and all exhibits, schedules and addenda to any of the foregoing, the "APA"), whereby the Debtor has agreed to sell, and ELDIS, Inc. (such entity or an assignee of such entity as provided for in the APA, the "Purchaser") has agreed to buy, substantially all of the Debtor's assets (specifically as set forth and defined in the APA, the "Purchased Assets"), free and clear of all Claims (as defined below), Liens (defined below), liabilities, rights, interests and encumbrances except where the Debtor has agreed to transfer and the Purchaser has expressly agreed to assume certain of the Debtor's liabilities (specifically as

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1 The last four digits of the Debtor's taxpayer identification number is: 5335. Partsearch Technologies, Inc. is a Delaware corporation qualified to do business in the State of New York.

2 Capitalized terms used but not defined shall have the meanings ascribed to them in the Motion, the APA or the Sale Procedures, as applicable. In the event of any conflict in defined terms, the meaning ascribed to the defined terms in the APA shall govern.

set forth and defined in the APA, the "Assumed Liabilities") (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the APA, the "Transactions");

(c) the assumption and assignment to the Purchaser of certain executory contracts of the Debtor designated by the Purchaser for assumption and assignment as Assumed Contracts in accordance with this Order, the Sale Procedures Order (defined below) and the APA (collectively, the "Assumed Contracts"); and

(d) other related relief;

and the Court having entered an order approving the sale procedures and granting certain related relief on [__________], 2011 [Docket No. ___] (the "Sale Procedures Order"); and an auction conducted in accordance with the Sale Procedures Order (the "Auction") having been held on [__________], 2011 pursuant to the Sale Procedures Order; and the Purchaser having submitted the highest or otherwise best offer at the Auction; and the Court having conducted a hearing on the Motion on [__________], 2011 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, the APA, the Sale Procedures Order, the record of the hearing before the Court on [__________], 2011 at which the Sale Procedures Order was approved and all objections to the Transactions and the APA filed in accordance with the Sale Procedures Order; and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and upon all of the proceedings had before the Court, and all objections and responses to the relief requested in the Motion having been heard and overruled or resolved on the terms set forth in this Order, and it appearing that due notice of the Motion, the APA, the Sale Procedures Order and the Auction has been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its stakeholders and all other parties-in-interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon, IT IS HEREBY FOUND THAT:[3]

I. Jurisdiction, Venue and Final Order

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

II. Notice of the Transactions, APA, Sale Hearing, Auction and the Cure Costs

4. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate and sufficient notice of the Motion, the Auction, the Sale Hearing, the APA and the Transactions has been provided in accordance with Sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtor has complied with all obligations to provide notice of the Motion, the Auction, the Sale Hearing, the APA and the Transactions as required by the Sale Procedures Order. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the

[3] All findings of fact and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated to the extent not inconsistent herewith.

Motion, the Auction, the Sale Hearing, the APA or the Transactions is required for the entry of this Order.

5. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

6. In accordance with the Sale Procedures Order, the Debtor has served a notice of its intent to assume and assign the Assumed Contracts and of the Cure Costs upon each non-Debtor counterparty to an Assumed Contract. The service and provision of such notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assumed Contracts or establishing a Cure Cost for the respective Assumed Contracts. Non-Debtor counterparties to the Assumed Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assumed Contracts and the Cure Costs set forth in the notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, the Purchaser for purposes of Section 365(c)(1) of the Bankruptcy Code). [No objections, responses or requests for adequate assurance were made.]

III. Highest or Otherwise Best Offer

7. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtor conducted an Auction process in accordance with, and have otherwise complied in all respects with, the Sale Procedures Order. The Auction was duly noticed and conducted in a non-collusive, fair and good faith manner and the Auction process set forth in the Sale Procedures Order afforded a full,

fair and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase all of the Purchased Assets and assume all of the Assumed Liabilities.

8. The Purchased Assets were adequately marketed by the Debtor, and the consideration provided by the Purchaser under the APA constitutes the highest or otherwise best offer and provides fair and reasonable consideration to the Debtor for the sale of all Purchased Assets and the assumption of all Assumed Liabilities.

9. Approval of the Motion and the APA and the consummation of the Transactions contemplated thereby are in the best interests of the Debtor, its creditors, estate and other parties in interest. The Debtor has demonstrated good, sufficient and sound business reasons and justifications for entering into the Transactions and the performance of its obligations under the APA.

10. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to the Purchaser's consummation of the Transactions.

11. The APA was not entered into, and neither the Debtor nor the Purchaser, have entered into the APA or propose to consummate the Transactions, for the purpose of hindering, delaying or defrauding the Debtor's present or future creditors. Neither the Debtor nor the Purchaser is entering into the APA, or proposing to consummate the Transactions, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

12. The offer of the Purchaser, upon the terms and conditions set forth in the APA, including the form and total consideration to be realized by the Debtor pursuant to the APA: (i)

is the highest and/or best offer received by the Debtor; (ii) is fair and reasonable; (iii) is in the best interests of the Debtor's creditors and estate and (iv) constitutes fair value, fair, full and adequate consideration, reasonably equivalent value and reasonable market value for the Purchased Assets. The value of the Purchased Assets is maximized by a sale in one lot, as contemplated by the APA, as opposed to piecemeal sales.

13. The Purchaser is the Successful Bidder for the Purchased Assets in accordance with the Sale Procedures Order. The Purchaser has complied in all respects with the Sale Procedures Order and any other applicable order of this Court in negotiating and entering into the APA, and the APA likewise comply with the Sale Procedures Order and any other applicable order of this Court.

IV. Good Faith of the Debtor and the Purchaser

14. The sales process conducted by the Debtor, including without limitation, the Sale Procedures set forth in the Sale Procedures Order, was at arms' length, non-collusive, in good faith, and substantively and procedurally fair to all parties.

15. The Debtor and its professionals have complied, in good faith, in all respects with the Sale Procedures Order. As demonstrated by (i) any testimony and other evidence proffered or adduced at the Sale Hearing and/or (ii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted prior to the Petition Date as well as in accordance with the Sale Procedures Order, the Debtor (a) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Debtor's assets; (b) provided potential purchasers, upon request, sufficient information to enable them to make an

informed judgment on whether to bid on the Purchased Assets; and (c) considered any bids submitted on or before the Bid Deadline.

16. The APA and the Transactions contemplated thereunder were proposed, negotiated and entered into by and among the Debtor and the Purchaser without collusion, in good faith and at arms' length. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the APA or the Transactions to be avoided or impose any costs or damages under Section 363(n) of the Bankruptcy Code. Specifically, the Purchaser has not acted in a collusive manner with any person and the purchase price was not controlled by any agreement by the bidders.

17. Neither the Purchaser nor any of its respective affiliates, present or contemplated members, officers, directors, shareholders or any of their respective successors and assigns is an "insider" of the Debtor, as that term is defined in Section 101(31) of the Bankruptcy Code. The Purchaser is entering into the Transactions in good faith and is a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding.

V. Section 363 is Satisfied

18. The Debtor has demonstrated a sufficient basis and compelling circumstances requiring it to (i) enter into the APA, (ii) sell the Purchased Assets and (iii) assume and assign the Assumed Contracts, and such actions are appropriate exercises of the Debtor's business judgment and in the best interests of the Debtor, its estate and its creditors. Such business reasons include, but are not limited to, the fact that (i) the APA constitutes the highest or otherwise best offer for the Purchased Assets; (ii) the APA presents the best opportunity to

realize the value of the Debtor on a going concern basis and avoid any potential decline and devaluation of the Debtor's business; and (iii) unless the sale is concluded expeditiously as provided for in the Motion and pursuant to the APA, recoveries of creditors may be diminished.

19. The Debtor has, to the extent necessary, satisfied the requirements of Bankruptcy Code sections 363(b)(1). Accordingly, appointment of a consumer privacy ombudsman pursuant to Bankruptcy Code sections 363(b)(1) or 332 is not required with respect to the relief requested in the Sale Motion.

20. The Purchased Assets constitute property of the Debtor's estate and title thereto is presently vested in the Debtor's estate within the meaning of Bankruptcy Code section 541(a).

21. The sale of all Purchased Assets to the Purchaser under the terms of the APA meets the applicable provisions of Section 363(f) of the Bankruptcy Code such that the sale of the Purchased Assets will, except as expressly provided in the APA with respect to the Assumed Liabilities, be sold free and clear of any and all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability). Without limiting the foregoing, the (i) transfer of the Purchased Assets to the Purchaser and (ii) assumption and assignment to the Purchaser of the Assumed Contracts will be free and clear of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), and will not subject the Purchaser or any of the Purchaser's assets to any liability for any Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability) other than the Assumed Liabilities. All holders of Claims, Liens, liabilities, rights, interests and encumbrances who did not object, or withdrew

their objections to the Transactions, are deemed to have consented to the Transactions pursuant to Section 363(f)(2) of the Bankruptcy Code, and all holders of Claims, Liens, liabilities, rights, interests and encumbrances are adequately protected — thus satisfying Section 363(e) of the Bankruptcy Code — by having their Claims, Liens, liabilities, rights, interests and encumbrances, if any, attach to the proceeds of the Transactions ultimately attributable to the property against or in which they assert a Claim, Lien, liability, right, interest and encumbrance, or other specifically dedicated funds of the Debtor, in the same order of priority and with the same validity, force and effect that such Claim, Lien, liability, right, interest and encumbrance holder had prior to the Transactions, subject to any rights, claims and defenses of the Debtor or its estate, as applicable, or as otherwise provided herein.

22. The Purchaser would not have entered into the APA and would not consummate the sale of all Purchased Assets, thus adversely affecting the Debtor, its estate, creditors, employees and other parties in interest, if the sale of the Purchased Assets was not free and clear of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever, or if the Purchaser could be liable for any Claims, Liens, liabilities, rights, interests and encumbrances whatsoever, including, without limitation and as applicable, the liabilities that expressly are not assumed by the Purchaser as set forth in the APA or in this Order. The Purchaser asserts that it will not consummate the Transactions unless the APA specifically provides and this Court specifically orders that none of the Purchaser nor any of its affiliates, members, officers, directors, shareholders, their assets or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Claim, Lien, liability, right, interest and encumbrance whatsoever (including, without limitation, under any theory of equitable law,

antitrust, or successor or transferee liability) of the Debtor and its predecessors, affiliates and/or subsidiaries, other than with respect to the Assumed Liabilities. Specifically, and without limiting any of the foregoing, the Purchaser shall not be liable for any amounts owed pursuant to WARN (as defined below).

23. The transfer of the Purchased Assets to the Purchaser under the APA will be a legal, valid and effective transfer of all of the legal, equitable and beneficial right, title and interest in and to the Purchased Assets free and clear of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever. The Debtor may sell its interest in the Purchased Assets free and clear of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever, because, in each case, one or more of the standards set forth in Section 363(f) has been satisfied. The transfer of the Purchased Assets to the Purchaser will vest the Purchaser with good and marketable title to the Purchased Assets.

24. The Purchaser is not a continuation of the Debtor or its estate and there is no continuity between the Purchaser and the Debtor. The Purchaser is not holding itself out to the public as a continuation of the Debtor or its estate and the Transactions do not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtor.

VI. Assumption and Assignment of the Assumed Contracts

25. The assumption and assignment of the Assumed Contracts (as such Assumed Contracts may be amended, supplemented or otherwise modified prior to assumption and assignment without further order of the Court with the consent of the Debtor, the contract counterparty and the Purchaser) that are designated for assumption and assignment pursuant to the terms of this Order and the APA are integral to the APA, are in the best interests of the

Debtor and its estate, creditors and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtor.

26. No section of any Assumed Contract which purports to prohibit, restrict, or condition the use, consideration or assignment of any such Assumed Contract in connection with the Transactions shall have any force or effect.

27. The Debtor has met all requirements of Section 365(b) of the Bankruptcy Code for each of the Assumed Contracts. The Debtor and/or the Purchaser, as applicable under the APA, have (a) cured and/or provided adequate assurance of cure of any default existing prior to the closing of the Sale (the "Closing") under all of the Assumed Contracts, within the meaning of Section 365(b)(1)(A) of the Bankruptcy Code; and (b) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing under any of the Assumed Contracts, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code. Each of the Assumed Contracts shall be assigned to the Purchaser free and clear of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever, against the Purchaser.

28. The Purchaser has demonstrated adequate assurance of its future performance under the relevant Assumed Contracts within the meaning of Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to Section 365(f) of the Bankruptcy Code, the Assumed Contracts to be assumed and assigned under the APA shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchaser notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

29. No defaults exist in the Debtor's performance under the Assumed Contracts as of the date of this Sale Order other than the failure to pay amounts equal to the Cure Costs or

defaults that are not required to be cured as contemplated in Section 365(b)(1)(A) of the Bankruptcy Code.

30. As detailed herein, the Debtor has complied in all respects with General Order M-383 of the United States Bankruptcy Court for the Southern District of New York, dated November 18, 2009, establishing guidelines for the conduct of asset sales.

31. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

32. There is no legal or equitable reason to delay the Transactions. Cause exists to waive the automatic fourteen (14) day stay imposed by Bankruptcy Rules 6004(h) and 6006(d).

IT IS HEREBY ORDERED THAT:

I. General Provisions

1. The Motion is granted in its entirety and approved in all respects to the extent set forth herein.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court or as resolved in this Order, and all reservations of rights included therein, are, except as provided in other orders of the Court, hereby overruled on the merits with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein, including, without limitation, all non-debtor parties to the Assumed Contracts.

3. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of

fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

II. Approval of the APA

4. The APA, all of the terms and conditions thereof, and all of the Transactions contemplated therein are approved in all respects. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety. The transfer of the Purchased Assets by the Debtor to the Purchaser shall be a legal, valid, enforceable, and effective transfer of the Purchased Assets. The closing of the Transactions is hereby approved and authorized under Section 363(b) of the Bankruptcy Code.

5. The Debtor is authorized to enter into that certain Transition Services Agreement, annexed as Exhibit D to the APA (the "TSA"), with the Purchaser and to perform its obligations pursuant to the terms of the TSA.

6. The Debtor is authorized and, to the extent not already done, directed to (a) take any and all actions necessary or appropriate to perform, consummate, implement and close the Transactions, including the sale to the Purchaser of all Purchased Assets, in accordance with the terms and conditions set forth in the APA and this Order, including without limitation executing, acknowledging and delivering such corporate name change certificates, deeds, assignments, conveyances and other assurance, documents and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and confirming to the Purchaser, or reducing to possession, any or all of the Purchased Assets and (b) to assume and assign any and all Assumed Contracts. The Debtor is further authorized to pay, whether before, at or after the

Closing, any expenses or costs that are required to be paid in order to consummate the Transactions or perform their obligations under the APA.

7. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtor to transfer the Purchased Assets to the Purchaser in accordance with the APA and this Order.

8. The Debtor is transferring its interest in telephone numbers, fax numbers, or related data lines owned and operated by utility companies ("Utility Companies") to the Purchaser pursuant to the APA and Schedule 2.1(i). The Utility Companies are hereby directed to facilitate the transfer to the Purchaser without charge. Notwithstanding the foregoing, the Purchaser shall not assume any obligations arising out of the Seller's contracts with the Utility Companies.

9. All amounts, if any, to be paid by the Debtor to the Purchaser pursuant to the APA, including, without limitation, any allowed claims for breach thereof shall (a) constitute allowed administrative expenses of the estates pursuant to Sections 503(b) and 507(a)(2) of the Bankruptcy Code, (b) be protected as provided in the APA, (c) not be altered, amended, discharged or affected by any plan proposed or confirmed in these cases without the prior written consent of the Purchaser, and (d) be due and payable if and when any of the Debtor's obligations arise under the APA without further order of the Court.

10. Nothing contained in any chapter 11 plan confirmed in the Chapter 11 Case or the order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.

III. Sale and Transfer Free and Clear of Claims

11. Except as otherwise expressly provided in the APA and the terms of this Order with respect to Assumed Liabilities, the Purchased Assets shall be sold free and clear of all claims, liens, liabilities, interests, rights and encumbrances against the Debtor, its predecessors, affiliates and/or subsidiaries, and their assets, including, without limitation, the following: all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, offsets, contract rights, recoupment rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims (including without limitation pursuant to WARN), employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, and whether imposed by agreement, understanding, law, equity or otherwise, including

claims otherwise arising under any theory, law or doctrine of successor liability (all of the foregoing collectively being referred to in this Order as "Claims", and, as used in this Order such term includes, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof) with all such Claims to attach to the consideration to be received by the Debtor with the same validity, force, priority and effect which they now have as against the Purchased Assets and subject to any claims and defenses the Debtor or other parties may possess with respect thereto. As used in this Order, the term "Liens" includes, without limitation, any statutory lien on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof. The provisions of this paragraph are intended to have the maximum extent permissible under law and the failure of any specific provision of this Order to enumerate each of the foregoing in referencing the transfer of the Purchased Assets "free and clear" of Claims, Liens, liabilities, rights, interests and encumbrances whatsoever against the Debtor and its predecessors, affiliates and/or subsidiaries (including (i) Partsearch Technologies, Inc. (Canada), a company organized under the laws of the Province of British Columbia and (ii) Partstore, LLC, a Delaware limited liability company), or their respective assets, shall not limit this broad effect.

12. At Closing, all of the Debtor's right, title and interest in and to, and possession of, the Purchased Assets shall be immediately vested in the Purchaser pursuant to Sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever except for Assumed Liabilities. Such transfer shall constitute a legal, valid, binding and effective transfer of such Purchased Assets. All persons or entities (and their respective successors and assigns), presently or on or after the Closing, in possession of some or all of the Purchased Assets are directed to surrender possession

of the Purchased Assets to the Purchaser or its respective designees on the Closing or at such time thereafter as the Purchaser may request.

13. This Order (a) shall be effective as a determination that, as of the Closing; (i) no Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (other than Assumed Liabilities) will be capable of being asserted against the Purchaser or any of its affiliates, members, officers, directors, shareholders, their assets or the Purchased Assets; (ii) the Purchased Assets shall have been transferred to the Purchaser free and clear of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (other than Assumed Liabilities); and (iii) the conveyances described herein have been effected; and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. The Purchased Assets are sold free and clear of any reclamation rights.

14. Except as otherwise expressly provided in the APA, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding

Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (other than Assumed Liabilities) arising under or out of, in connection with, or in any way relating to, the Debtor and its predecessors, affiliates and/or subsidiaries, the Purchased Assets, the ownership, sale or operation of the Purchased Assets and the business prior to Closing or the transfer of the Purchased Assets to the Purchaser, are hereby forever barred, estopped and permanently enjoined from asserting such Claims, Liens, liabilities, rights, interests and encumbrances whatsoever against the Purchaser or any of its affiliates, members, officers, directors, shareholders, their assets or the Purchased Assets. Following the Closing, no holder of any Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (other than Assumed Liabilities) shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to any such Claims, Liens, liabilities, rights, interests and encumbrances whatsoever, or based on any action the Debtor may take in this Chapter 11 Case. The foregoing includes, without limitation, any right of setoff, right of subrogation or recoupment of any kind under Assumed Contracts or otherwise.

15. If any person or entity that has filed financing statements, mortgages, mechanic's Claims, lis pendens or other documents or agreements evidencing Claims, Liens, liabilities, rights, interests and encumbrances whatsoever against or in the Purchased Assets shall not have delivered to the Debtor prior to the Closing of the Transactions, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever that the person or entity has with respect to the Purchased Assets or otherwise, then only with regard to the Purchased Assets that are purchased by the Purchaser pursuant to the APA and this Order (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments,

releases and other documents on behalf of the person or entity with respect to the Purchased Assets; (b) the Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever against the Purchaser and the applicable Purchased Assets; and (c) the Purchaser may (but shall not be required to) seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever with respect to the Purchased Assets other than Assumed Liabilities. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office.

16. To the maximum extent permitted under applicable law, the Purchaser shall be authorized, as of the Closing, to operate under any license, permit, registration and governmental authorization or approval of the Debtor with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing.

17. To the extent permitted by Bankruptcy Code Section 525, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, assigned or conveyed to the Purchaser on account of the filing or pendency of this Chapter 11 Case or the consummation of the Transactions.

18. For the avoidance of doubt, only Purchased Assets that are part of the estate of the Debtor are being sold to the Purchaser free and clear of Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (other than Assumed Liabilities) pursuant to Section 363(f) of the

Bankruptcy Code. Without limiting the foregoing, to the extent the Debtor has not already done so, the Debtor shall be authorized to, and shall effect, transfer the assets of the Nondebtor Subsidiary Purchased Assets to the Debtor which shall be transferred and sold to the Purchaser as Purchased Assets under the APA and this Order.

IV. No Successor or Transferee Liability

19. The Purchaser shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions contemplated by the APA, or the transfer or operation of the Purchased Assets to (a) be a legal successor, or otherwise be deemed a successor to the Debtor and its predecessors, affiliates and/or subsidiaries (including (i) Partsearch Technologies, Inc. (Canada), a company organized under the laws of the Province of British Columbia and (ii) Partstore, LLC, a Delaware limited liability company); (b) have, *de facto* or otherwise, merged with or into the Debtor and its predecessors, affiliates and/or subsidiaries (including (i) Partsearch Technologies, Inc. (Canada), a company organized under the laws of the Province of British Columbia and (ii) Partstore, LLC, a Delaware limited liability company); or (c) be an alter ego or a mere continuation or substantial continuation of the Debtor and its predecessors, affiliates and/or subsidiaries (including (i) Partsearch Technologies, Inc. (Canada), a company organized under the laws of the Province of British Columbia and (ii) Partstore, LLC, a Delaware limited liability company), including, without limitation, within the meaning of any foreign, federal, state or local revenue, pension, the Employee Retirement Income Security Act ("ERISA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), WARN (defined below), CERCLA (defined below), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National

Labor Relations Act, environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, any liabilities, debts or obligations of or required to be paid by the Debtor for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine. While not a successor to the Debtor, the Purchaser will have the future obligations as an assignee of the Debtor under the Assumed Contracts as and to the extent such obligations first arise after the Closing.

20. The Purchaser shall not have any responsibility for: (a) any liability or other obligation of the Debtor and its predecessors, affiliates and/or subsidiaries (including (i) Partsearch Technologies, Inc. (Canada), a company organized under the laws of the Province of British Columbia and (ii) Partstore, LLC, a Delaware limited liability company), or related to the Purchased Assets other than as expressly set forth in the APA with respect to Assumed Liabilities; or (b) any remaining Claims against the Debtor or any of its predecessors, affiliates and/or subsidiaries. Except as expressly provided in the APA with respect to the Purchaser, the Purchaser shall have no liability whatsoever with respect to the Debtor's (or its predecessor's, affiliate's and/or subsidiaries') business or operation or any of the Debtor's (or its predecessor's, affiliate's and/or subsidiaries') obligations (as described herein, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, de facto merger or substantial continuity, labor and employment or

products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing. The Purchaser shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 et seq.) or similar law (together, "WARN") or the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), or any foreign, federal, state or local labor, employment, or environmental law whether of similar import or otherwise by virtue of the Purchaser's purchase of the Purchased Assets or assumption of the Assumed Liabilities by the Purchaser or an Affiliate of the Purchaser.

21. Nothing in this Order or the APA shall require the Purchaser to (a) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Debtor is a party or have any responsibility therefore including, without limitation, medical, welfare and pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement or agreement.

22. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, or its assets (including the Purchased Assets), with respect to any (a) Claims, Liens,

liabilities, rights, interests and encumbrances whatsoever (other than Assumed Liabilities) or (b) Successor or Transferee Liability including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien, claim, interest or encumbrance; (iv) asserting any setoff, right of subrogation or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with such assets.

V. **Good Faith of the Purchaser**

23. The Transactions contemplated by the APA are undertaken by the Purchaser without collusion and in good faith, as that term is defined in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the Transactions (including the assumption and assignment of the Assumed Contracts), unless such authorization and consummation of such sale are duly and properly stayed pending such appeal.

24. Neither the Debtor nor the Purchaser has engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under Section 363(n) of the Bankruptcy Code. The consideration provided by the Purchaser for the Purchased Assets under the APA is fair and reasonable and the sale may not be avoided under Section 363(n) of the Bankruptcy Code. The sale of the Purchased Assets and the consideration

provided by the Purchaser shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

VI. Assumption and Assignment of Assumed Contracts

25. The Debtor is authorized and directed at the Closing to assume and assign each of the Assumed Contracts to the Purchaser free and clear of all Claims, Liens, liabilities, rights, interests and encumbrances whatsoever (other than the Assumed Liabilities) pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code and to execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser. The payment of the applicable Cure Costs shall (a) effect a cure of all defaults existing thereunder as of the Closing, (b) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default, and (c) together with the assumption of the Assumed Contracts by the Debtor and the assignment of the Assumed Contracts to the Purchaser or an Affiliate of the Purchaser, constitute adequate assurance of future performance thereof. There shall be no assumption of an Assumed Contract absent assignment of such Assumed Contract to the Purchaser. The Purchaser's obligations to pay Cure Costs shall be governed by the APA and, without limiting the foregoing, the Purchaser shall not be obligated to pay any Cure Costs in an amount in excess of the specified amount (if any) on Schedule 2.1(a) to the APA for such Assumed Contract or otherwise expressly agreed to in writing by the Purchaser.

26. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the counterparty to such Assumed Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-

assignment provisions that are void and of no force and effect. All other requirements and conditions under Sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to the Purchaser or an Affiliate of the Purchaser of the Assumed Contracts have been satisfied. Upon the Closing, in accordance with Sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtor under the Assumed Contracts, and such Assumed Contracts shall remain in full force and effect for the benefit of the Purchaser. Each non-Debtor counterparty to the Assumed Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtor or the Purchaser or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing or arising by reason of the Closing, including any breach related to or arising out of change-in-control in such Assumed Contracts, or any purported written or oral modification to the Assumed Contracts and (b) asserting against the Purchaser (or its property, including the Purchased Assets) any claim, counterclaim, defense, breach, condition, setoff asserted or capable of being asserted against the Debtor existing as of the Closing or arising by reason of the Closing except for the Assumed Liabilities.

27. Until Closing (the "Designation Period"), the Purchaser shall be permitted to designate additional Contracts (the "Purchaser Designation Rights") that will be (i) assumed by the Debtor and assigned to the Purchaser and become Assumed Contracts (the "Proposed Assumed Contracts") or (ii) excluded by the Purchaser from the Assumed Contracts set forth in Schedule 2.1(a) of the APA. Prior to the expiration of the Designation Period, the Debtor shall not reject any contracts, other than in accordance with this Order and the APA. Within [__________] Business Days of receipt by the Debtor of prior written notice by the Purchaser of

an exercise of the Purchaser Designation Rights requiring assumption by the Debtor and assignment to the Purchaser of any Proposed Assumed Contract, the Debtor shall file a notice of assumption and assignment ("Assumption Notice") with the Bankruptcy Court and serve a copy of such notice on each non-Debtor party to the subject Proposed Assumed Contract (each, a "Contract Counterparty"), setting forth a description of each Proposed Assumed Contract. No later than [__________] after the date on which the Debtor serves an Assumption Notice, the Debtor will file with the Court an order authorizing the assumption/assignment of the Assumed Contracts listed in the Assumption and Assignment Notice which provides: (1) that the assumption of such Assumed Contracts are approved, final and effective, pursuant to Section 365 of the Bankruptcy Code; and (2) the Successful Bidder provided adequate assurance of future performance under the applicable contract in accordance with Section 365(f)(2)(B). For the avoidance of doubt, the assumption and assignment of and provision of adequate assurance of future performance under Assumed Contracts for which the non-debtor counterparty has been previously noticed pursuant to the Sale Procedures Order is hereby approved without the need for further notice or hearing.

28. Until a Contract is assumed and assigned as set forth herein, it shall not be considered to be either assumed or assigned and shall remain subject to designation in accordance with the Purchaser Designation Rights.

29. Upon the Closing and the payment of the relevant Cure Costs by the Debtor or the Purchaser as set forth in the APA, the Purchaser shall be deemed to be substituted for the Debtor as a party to the applicable Assumed Contracts and the Debtor shall be released, pursuant to Section 365(k) of the Bankruptcy Code, from any liability under the Assumed Contracts. There

shall be no rent accelerations, assignment fees, increases or any other fees charged to the Purchaser or the Debtor as a result of the assumption and assignment of the Assumed Contracts.

30. Each non-debtor party to an Assumed Contract is forever barred, estopped and permanently enjoined from asserting against the Purchaser, or its property (including without limitation the Purchased Assets), any default existing as of the date of the Sale Hearing, or any counterclaim, defense, setoff or other claim asserted or capable of being asserted against the Debtor. Other than the Assumed Contracts, the Purchaser assumed none of the Debtor's other contracts and leases and shall have no liability whatsoever thereunder.

31. The assignments of each of the Assumed Contracts are made in good faith under Sections 363(b) and (m) of the Bankruptcy Code.

VII. Other Provisions

32. Notwithstanding anything to the contrary in the Motion, if the APA is terminated prior to Closing and the Purchaser is entitled to the Break-Up Fee pursuant to the APA, then, (i) the Debtor shall promptly return the Purchaser's Good Faith Purchase Price Deposit and (ii) the Debtor also shall pay to the Purchaser the Break-Up Fee owed to the Purchaser pursuant to the APA; provided, however, that, pending such payment, the Break-Up Fee shall constitute, and the Purchaser shall have, an allowed administrative expense claim for the amount of the Break-Up Fee pursuant to Bankruptcy Code sections 503(a) and (b) and 507(a)(2).

33. The requirements set forth in Rule 6003(b) of the Bankruptcy Rules are satisfied by the contents of the Motion or otherwise deemed waived.

34. The Purchaser shall not be required to seek or obtain relief from the automatic stay under Section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other sale-related document. The automatic stay imposed by Section 362 of the Bankruptcy

Code is modified solely to the extent necessary to implement the preceding sentence, provided however that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

35. This Order does not approve or provide for the transfer to the Purchaser of any avoidance claims of the Debtor's estate.

36. The Purchaser is not and will not become obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated by the APA based upon any arrangement made by or on behalf of the Debtor.

37. This Order is binding upon and inures to the benefit of any successors and assigns of the Debtor or the Purchaser, including any trustee appointed in any subsequent case of the Debtor under chapter 7 of the Bankruptcy Code.

38. The provisions of this Order and the APA are non-severable and mutually dependent.

39. The APA may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate.

40. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any

way to the Sale. This Court retains jurisdiction to compel delivery of the Purchased Assets, to protect the Purchaser and its assets, including the Purchased Assets, against any Claims, Liens, liabilities, rights, interests and encumbrances whatsoever and Successor and Transferee Liability (other than Assumed Liabilities) and to enter orders, as appropriate, pursuant to Sections 105, 363 or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Purchased Assets and the Assumed Contracts to the Purchaser.

41. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062 and 9014 or otherwise, the terms and conditions of this Order shall be effective immediately upon entry and the Debtor and the Purchaser are authorized to close the sale immediately upon entry of this Order.

42. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

43. To the extent any provisions of this Order conflict with, or are otherwise inconsistent with, the terms and conditions of the APA or the Sale Procedures Order, this Order shall govern and control, and to the extent the Motion conflicts with, or is otherwise inconsistent with, the terms and conditions of the APA, the terms and conditions of the APA shall govern and control.

New York, New York
Date: _____________, 2011

____
United States Bankruptcy Judge

1798978

DISCLOSURE SCHEDULE

TO THE

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

PARTSEARCH TECHNOLOGIES, INC.

AS SELLER

AND

ELDIS, INC.

AS PURCHASER

DATED AS OF JANUARY 27, 2011

This Disclosure Schedule has been prepared and delivered in accordance with the Asset Purchase Agreement, dated as of January 27, 2011 (the "Agreement"), by and between Partsearch Technologies, Inc., a Delaware corporation ("Seller"), and Eldis, Inc., a corporation organized under the laws of Nova Scotia ("Purchaser"). Unless the context otherwise requires, capitalized terms used but not defined in this Disclosure Schedule shall have the respective meanings assigned to such terms in the Agreement.

Purchaser and Seller acknowledge and agree that (i) information disclosed in any numbered part of this Disclosure Schedule shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered Section in the Agreement and shall not be deemed to relate to or qualify any other representation or warranty unless such relation or qualification is reasonably apparent; (ii) no reference to or disclosure of any item in this Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Disclosure Schedule; and (iii) the section headings and subheadings in this Disclosure Schedule are for convenience of reference only and shall not be deemed to alter or affect the express description of the Disclosure Schedule and its sections as set forth in the Agreement.

Nothing in this Disclosure Schedule constitutes an admission of any liability or obligation of any Seller or any of its Affiliates to any third party, nor an admission against any Seller's or any of its Affiliates' interests.

Schedule 1.2

Definitions

See Schedule 1.2 included in the Agreement.

Schedule 2.1(a)

Assumed Contracts

None.

Schedule 2.1(b)

Systems and Equipment

Server Make/Model
Cisco 6509
Cisco ASA
EMC SAN (old)
EMC Shelf Disks
f5 bip256791s
f5/bip257427s
HP/BladeSystem c3000
HP/BladeSystem c7000
HP/BladSystem c7000
HP/ProLiant 320 G6
HP/ProLiant 360
HP/ProLiant 360
HP/ProLiant 360
HP/ProLiant 360
HP/ProLiant 360
HP/ProLiant 360
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HP/ProLiant 360 G5
HP/ProLiant 360 G5
HP/ProLiant 380 G5
HP/ProLiant DL185 G5
HP/ProLiant DL320
HP/ProLiant DL320
HP/ProLiant DL320s
HP/ProLiant DL320s
HP/ProLiant DL320s
HP/ProLiant DL360
HP/ProLiant DL360 G5
HP/ProLiant DL360 G5
HP/ProLiant DL360 G5
HP/ProLiant DL360 G5

Server Make/Model
HP/ProLiant DL380 G4
HP/ProLiant DL380 G5
IronPort C150
IronPort C150
LeftHand Networks NSM2120

Schedule 2.1(c)
Software

Custom Developed Software
Includes all custom developed Software and databases used to support partstore.com's front end interface, back-end order taking capabilities, vendors integration systems, customer service systems and all other aspects of the partstore.com business.

Off-the-Shelf Software
MySQL
JBoss
BIND
Exim
Openfire
CentOS
Windows Server 2003
Windows SQL 2003
Windows SQL 2005
Windows SQL 2008
Websphere 6.0.2
Idera
VMWare ESX
Solar
Lucene
Microsoft Studio

Schedule 2.1(i)
Telephone and Fax Numbers

Number	Function
800-827-2960	Partsearch (Transfer menu)
866-214-7061	Best Buy Partsearch
866-350-8439	Fast Busy
866-351-8439	Partsearch (Parts and Accessories)
866-352-8439	Nebraska Furniture Mart
866-381-7278	GeekSquad Partsearch
866-390-7278	RC Willy Partsearch
866-395-7278	Partsearch (Parts and Accessories)
866-412-7278	Partsearch (Parts and Accessories)
866-413-7278	HH Greg Partsearch
866-417-7278	Partsearch (GE Service Center)
866-420-7278	Samsung Partsearch
866-437-7278	Partsearch (Parts and Accessories)
866-439-7278	Partsearch (Parts and Accessories)
866-527-2787	American TV Partsearch
866-617-7278	Best Buy for Business Partsearch
866-619-7278	PartStore Canada
866-630-7278	Warrantech Partsearch
866-651-7278	Service Power Partsearch
866-716-7278	Sales and Marketing dept of Partsearch Technologies
866-757-9526	Fax
866-757-9539	Future Shop Partsearch
866-886-7278	Brand Smart Partsearch
866-897-7278	CompUSA Partsearch
866-899-7278	Ultimate Electronics Partsearch
866-900-7278	Partsearch (Parts and Accessories)
866-901-7278	J&R Partsearch
866-902-7278	Partsearch (Parts and Accessories)
866-903-7278	Tweeter Partsearch
866-904-7278	HH Greg Partsearch
866-905-7278	Conns Partsearch
866-910-7278	RadioShack Partsearch
866-915-7278	Partstore (Parts and Accessories)
866-916-7278	Circuit City Partsearch
866-921-7278	Tiger Direct Partsearch
866-925-7278	Partstore.com (America's Largest Source for Parts & Accessories)
866-926-7278	Partsearch (Parts and Accessories)
866-927-7278	Partstore (Parts and Accessories)
866-953-7278	Fast Busy
866-960-7278	Partstore (Parts and Accessories)
866-965-7278	GS Partsearch
866-980-7278	Partsearch (For Sears Holdings)
877-310-7278	AudioVox Partsearch (closed)
877-317-7278	BWG Partsearch
877-319-7278	Partstore.com (America's Largest Source for Parts & Accessories)

Number	Function
877-627-2787	Partsolver
877-880-7278	Partsearch (NEW WACCA Part Order)
877-885-7278	Zana Network Partsearch
877-886-7278	Partsearch (Parts and Accessories)
877-903-7278	Fast Busy
877-904-7278	Partsearch (Bill of service contarct order)
877-905-7278	Assurant Partsearch
877-906-7278	TWG Partsearch
877-907-7278	Qualxserv

Schedule 2.2(m)
Additional Excluded Assets

The physical assets located in Seller's New York City, NY and Kingston, NY offices.

Schedule 3.4
Consents

None.

Schedule 3.5
Title to Purchased Assets

None.

Schedule 3.6(i)

Owned IP

Corporate names

Partsearch Technologies, Inc.

US Trademarks

NO.	TRADEMARK	REG. NO.	SERIAL NO.	APP./REG.	STATUS
1.	.... "P"	3183082	78687595	Registration	Live
2.	SOLVING THE PARTS PROBLEM	2940876	78284305	Registration	Live
3.	.... "PART SOLVER"	2852857	76491501	Registration	Live
4.	.... "P PARTSEARCH"	2888363	76491380	Registration	Live
5.	.... "P PARTSEARCH TECHNOLOGIES"	3038873	76492551	Registration	Live
6.	PARTSOLVER	2901164	76479391	Registration	Live
7.	BIG SKY MPC	2961688	76478813	Registration	Live

NO.	TRADEMARK	REG. NO.	SERIAL NO.	APP./REG.	STATUS
8.	“PARTSEARCH TECHNOLOGIES”		78687587	Application	Dead
9.	MASTER PARTS CATALOG		76479672	Application	Dead
10.	MPC		76479650	Application	Dead
11.	PARTSEARCH		76478332	Application	Dead

Canadian Trademark Application:

NO.	TRADEMARK	REFERENCE NO.	FILE NO.	STATUS
1.	PARTSTORE	054082-0001RUSH	1443236	Pending

US Registered Copyrights – None

US Patents and Patent Applications – None

Trade Secrets:

Seller views as a trade secret all custom developed Software and Systems used to support Partstore.com’s front-end interface, back-end order taking capabilities, vendors integration systems, customer service systems and all other aspects of the Partstore.com business.

Domain Names:

Register.com Domain Names:

Domain Name	Expires
partstore.be	9/19/2011
partstore.de	9/19/2011
partstore.dk	9/19/2011

GoDaddy.com, Inc. Domain Names:

Domain Name	Expires
800PARTSEARCH.COM	1/21/2012
AAFESPARTSEARCH.COM	1/21/2012
AAFESPARTSTORE.COM	1/21/2012
ABCWAREHOUSEPARTSTORE.COM	1/21/2012
ABTELECTRONICSPARTSEARCH.COM	1/21/2012
ABTPARTSEARCH.COM	1/21/2012

Domain Name	Expires
ACCESSMPC.COM	1/21/2012
ACCESSMPC.NET	1/21/2012
ACCESSMPC.ORG	10/24/2011
ADVANCEDTECHGEAR.COM	1/21/2012
ADVANCEDTEKGEAR.COM	1/21/2012
AMAZONPARTS.INFO	6/12/2011
AMAZONPARTS.NET	1/21/2012
AMAZONPARTSEARCH.COM	1/21/2012
AMAZONPARTSTORE.COM	1/21/2012
AMAZONPARTSTORE.INFO	6/12/2011
AMAZONPARTSTORE.NET	1/21/2012
AMERICANTVPARTSTORE.COM	1/21/2012
ATVPARTSEARCH.COM	1/21/2012
BESTBUYCANADAPARTSEARCH.COM	1/21/2012
BESTBUYPARTSEARCH.COM	1/21/2012
BESTBUYPARTSTORE.COM	1/21/2012
BIGSKYMPC.COM	1/21/2012
BIGSKYMPC.NET	1/21/2012
BIGSKYMPC.ORG	10/24/2011
BJSPARTSEARCH.COM	1/21/2012
BJSPARTSTORE.COM	1/21/2012
BLOCKBUSTERPARTS.COM	1/21/2012
BLOCKBUSTERPARTS.NET	1/21/2012
BLOCKBUSTERPARTSEARCH.COM	1/21/2012
BLOCKBUSTERPARTSEARCH.NET	1/21/2012
BLOCKBUSTERPARTSEARCH.ORG	12/4/2011
BLOCKBUSTERPARTSTORE.COM	1/21/2012
BLOCKBUSTERREMOTES.COM	1/21/2012
BLOCKBUSTERREMOTES.NET	1/21/2012
BRANDSMARTPARTSEARCH.COM	1/21/2012
BRANDSMARTPARTSTORE.COM	1/21/2012
BRANDSMARTUSAPARTSEARCH.COM	1/21/2012
BROOKSTONEPARTSEARCH.COM	1/21/2012
BROOKSTONEPARTSTORE.COM	1/21/2012
BUYPARTSEARCH.COM	1/21/2012
BUYPARTSTORE.COM	1/21/2012
CIRCUITCITYPARTSEARCH.COM	1/21/2012
CIRCUITCITYPARTSTORE.COM	1/21/2012
CNETPARTSEARCH.COM	1/21/2012
CNETPARTSTORE.COM	1/21/2012

Domain Name	Expires
COMPUSAPARTSEARCH.COM	1/21/2012
COMPUSAPARTSTORE.COM	1/21/2012
CONNSPARTSEARCH.COM	1/21/2012
CONNSPARTSTORE.COM	1/21/2012
COSTCOPARTSEARCH.COM	1/21/2012
COSTCOPARTSTORE.COM	1/21/2012
CRUTCHFIELDPARTSEARCH.COM	1/21/2012
CRUTCHFIELDPARTSTORE.COM	1/21/2012
DELLPARTSEARCH.COM	1/21/2012
DELLPARTSTORE.COM	1/21/2012
DHLPARTSEARCH.COM	1/21/2012
DHLPARTSEARCH.NET	1/21/2012
DHLPARTSTORE.COM	1/21/2012
DHLPARTSTORE.NET	1/21/2012
EBAYPARTSEARCH.COM	1/21/2012
ELECTRONICSBOUTIQUEPARTSEARCH.COM	1/21/2012
ELECTRONICSBOUTIQUEPARTSTORE.COM	1/21/2012
ELECTRONICSEXPOPARTSEARCH.COM	1/15/2012
EPSPARTSEARCH.COM	1/21/2012
FINDINGAPART.COM	1/21/2012
FRYSPARTSEARCH.COM	1/21/2012
FRYSPARTSTORE.COM	1/21/2012
FUTURESHOPPARTSEARCH.COM	1/21/2012
FUTURESHOPPARTSTORE.COM	1/21/2012
GAMESTOPPARTSEARCH.COM	1/21/2012
GAMESTOPPARTSTORE.COM	1/21/2012
GATEWAYPARTSEARCH.COM	1/21/2012
GATEWAYPARTSTORE.COM	1/21/2012
GEEKSQUADPARTSEARCH.COM	1/21/2012
GEPARTSEARCH.COM	1/21/2012
GOODGUYSPARTSEARCH.COM	1/21/2012
GOODGUYSPARTSTORE.COM	1/21/2012
HHGREGGPARTSEARCH.COM	1/21/2012
HHGREGGPARTSTORE.COM	1/21/2012
HOMEDEPOTPARTSEARCH.COM	1/21/2012
HOMEDEPOTPARTSTORE.COM	1/21/2012
HOWTOFINDAPART.COM	1/21/2012
HSNPARTSEARCH.COM	1/21/2012
HSNPARTSTORE.COM	1/21/2012
INEEDAPART.CA	8/10/2011

Domain Name	Expires
INEEDAPART.COM	1/21/2012
INEEDAPART.NET	1/21/2012
INEEDPARTS.CA	8/14/2012
INTERNETPARTS.BIZ	1/21/2012
INTERNETPARTS.COM	1/21/2012
INTERNETPARTS.INFO	1/21/2012
INTERNETPARTS.NET	1/15/2012
JRPARTSEARCH.COM	1/15/2012
KBTOYSPARTSEARCH.COM	1/21/2012
KBTOYSPARTSTORE.COM	1/21/2012
KMARTPARTSEARCH.COM	1/21/2012
KMARTPARTSTORE.COM	1/21/2012
LOWESPARTSEARCH.COM	1/21/2012
LOWESPARTSTORE.COM	1/21/2012
LYCOSPARTSEARCH.COM	1/21/2012
MASTERPARTSCATALOG.COM	1/21/2012
MASTERPARTSCATALOG.NET	1/21/2012
MASTERPARTSCATALOG.ORG	10/24/2011
MICROCENTERPARTSEARCH.COM	1/21/2012
MICROCENTERPARTSTORE.COM	1/21/2012
MPCPARTSEARCH.COM	1/21/2012
MPCPARTSEARCH.NET	1/21/2012
MPCPARTSEARCH.ORG	10/24/2011
MUSICLANDPARTSEARCH.COM	1/21/2012
MUSICLANDPARTSTORE.COM	1/21/2012
NEWPARTSEARCH.COM	1/21/2012
NFMPARTSEARCH.COM	1/21/2012
NFMPARTSTORE.COM	1/21/2012
OFFICEDEPOTPARSTORE.COM	1/21/2012
OFFICEDEPOTPARTSEARCH.COM	1/21/2012
OFFICEMAXPARTSEARCH.COM	1/21/2012
OFFICEMAXPARTSTORE.COM	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.BIZ	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.COM	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.INFO	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.NET	1/21/2012
OUTSOURCEDPARTSMANAGEMENT.ORG	4/10/2011
PACIFICSALESPARTSEARCH.COM	1/21/2012
PART-SEARCH.BIZ	10/22/2011
PART-SEARCH.CA	7/29/2011

Domain Name	Expires
PART-SEARCH.COM	1/21/2012
PART-SEARCH.NET	1/21/2012
PART-SEARCH.ORG	10/23/2011
PART-SOLVER.CA	7/29/2011
PART-SOLVER.COM	1/21/2012
PART-STORE.CA	7/29/2011
PART-TALK.COM	1/21/2012
PART-TALK.NET	1/21/2012
PART-TALK.ORG	12/11/2011
PARTEXPO.COM	1/21/2012
PARTEXPO.NET	1/21/2012
PARTHUB.COM	1/21/2012
PARTIMAGEBANK.COM	1/21/2012
PARTIMAGEBANK.NET	1/21/2012
PARTIMAGEBANK.ORG	4/12/2011
PARTS-STORE.CA	7/29/2011
PARTS-XML.COM	1/21/2012
PARTS-XML.INFO	5/13/2011
PARTS-XML.NET	1/21/2012
PARTS-XML.ORG	5/13/2011
PARTSEARCH-ENTERPRISE.CA	7/29/2011
PARTSEARCH-PRO.BIZ	5/17/2011
PARTSEARCH-PRO.CA	7/29/2011
PARTSEARCH-PRO.COM	1/21/2012
PARTSEARCH-PRO.NET	1/21/2012
PARTSEARCH-PRO.ORG	5/18/2011
PARTSEARCH.COM	1/15/2020
PARTSEARCH.INFO	3/14/2011
PARTSEARCH.NET	1/21/2012
PARTSEARCH.ORG	5/4/2011
PARTSEARCH.TW	9/19/2011
PARTSEARCHBIZ.BIZ	10/20/2011
PARTSEARCHBIZ.COM	1/25/2012
PARTSEARCHBIZ.NET	1/21/2012
PARTSEARCHBIZ.ORG	10/21/2011
PARTSEARCHDIRECT.BIZ	3/13/2011
PARTSEARCHDIRECT.COM	1/21/2012
PARTSEARCHDIRECT.INFO	3/14/2011
PARTSEARCHDIRECT.NET	1/21/2012
PARTSEARCHDIRECT.ORG	9/6/2011

Domain Name	Expires
PARTSEARCHENTERPRISE.CA	7/29/2011
PARTSEARCHENTERPRISE.COM	1/15/2012
PARTSEARCHGEAR.COM	1/21/2012
PARTSEARCHGEAR.NET	1/21/2012
PARTSEARCHMPC.COM	1/21/2012
PARTSEARCHMPC.NET	1/21/2012
PARTSEARCHMPC.ORG	10/24/2011
PARTSEARCHPRO.BIZ	4/27/2011
PARTSEARCHPRO.CA	7/29/2011
PARTSEARCHPRO.NET	1/21/2012
PARTSEARCHPRO.ORG	4/28/2011
PARTSEARCHPROFESSIONAL.COM	1/21/2012
PARTSEARCHPROFESSIONAL.NET	1/21/2012
PARTSEARCHPROFESSIONAL.ORG	9/18/2011
PARTSEARCHSUCKS.COM	1/21/2012
PARTSEARCHSUCKS.NET	1/21/2012
PARTSEARCHSUCKS.ORG	1/21/2012
PARTSEARCHTECHNOLOGIES.BIZ	3/13/2011
PARTSEARCHTECHNOLOGIES.COM	1/21/2012
PARTSEARCHTECHNOLOGIES.INFO	3/14/2011
PARTSEARCHTECHNOLOGIES.NET	1/21/2012
PARTSEARCHTECHNOLOGIES.ORG	5/4/2011
PARTSEARCHTECHNOLOGIESSUCKS.COM	1/21/2012
PARTSOLVE.NET	1/21/2012
PARTSOLVE.ORG	4/4/2011
PARTSOLVER.BIZ	10/21/2011
PARTSOLVER.CA	7/29/2011
PARTSOLVER.COM	1/21/2012
PARTSOLVER.INFO	10/22/2011
PARTSOLVER.NET	1/21/2012
PARTSOLVER.ORG	7/26/2011
PARTSOLVER.US	10/21/2011
PARTSOLVERPRO.BIZ	1/21/2012
PARTSOLVERPRO.COM	1/21/2012
PARTSOLVERPRO.NET	1/21/2012
PARTSOLVERPRO.ORG	1/21/2012
PARTSOLVERSUCKS.COM	1/21/2012
PARTSOLVERSUCKS.NET	1/21/2012
PARTSSEARCH.INFO	3/14/2011
PARTSTORE-CANADA.CA	7/29/2011

Domain Name	Expires
PARTSTORE-CANADA.COM	1/21/2012
PARTSTORE-PRO.CA	7/29/2011
PARTSTORE.BIZ	7/3/2011
PARTSTORE.COM	1/15/2020
PARTSTORE.INFO	7/4/2011
PARTSTORE.MOBI	5/13/2011
PARTSTORECANADA.CA	6/10/2020
PARTSTORECANADA.COM	1/15/2012
PARTSTOREENTERPRISE.CA	9/3/2011
PARTSTOREENTERPRISE.COM	1/21/2012
PARTSTOREENTERPRISE.NET	1/21/2012
PARTSTOREOUTLET.COM	1/21/2012
PARTSTOREOUTLET.INFO	5/28/2011
PARTSTOREOUTLET.MOBI	5/28/2011
PARTSTOREOUTLET.NET	1/21/2012
PARTSTOREOUTLET.ORG	5/28/2011
PARTSTOREPRO.CA	7/29/2011
PARTSTOREPRO.COM	1/21/2012
PARTSTOREPRO.NET	1/21/2012
PARTSTOREPRO.ORG	9/18/2011
PARTSTORESEARCHTECHNOLOGIES.CA	6/23/2011
PARTSTORESUCKS.COM	1/21/2012
PARTSTORESUCKS.NET	1/21/2012
PARTSTORETECHNOLOGIES.CA	6/23/2011
PARTSXML.INFO	5/13/2011
PARTSXML.NET	1/21/2012
PARTSXML.ORG	5/13/2011
PARTTALK.COM	1/21/2012
PARTTALK.NET	1/21/2012
PARTTALK.ORG	12/11/2011
PCMALLPARTSEARCH.COM	1/21/2012
PCMALLPARTSTORE.COM	1/21/2012
PCRICHARDPARTSEARCH.COM	1/21/2012
PCRICHARDPARTSTORE.COM	1/21/2012
PTXCORP.COM	1/21/2012
PTXCORP.NET	1/21/2012
PTXSYSTEMS.COM	1/21/2012
PTXSYSTEMS.NET	1/21/2012
QUALXSERVPARTSEARCH.COM	1/15/2012
QVCPARTSEARCH.COM	1/21/2012

Domain Name	Expires
QVCPARTSTORE.COM	1/21/2012
RADIOSHACKPARTSEARCH.COM	1/21/2012
RADIOSHACKPARTSEARCH.NET	1/21/2012
RADIOSHACKPARTSEARCH.ORG	10/21/2011
RADIOSHACKPARTSTORE.COM	1/21/2012
RCWILLEYPARTSEARCH.COM	1/21/2012
REXSTORESPARTSEARCH.COM	1/21/2012
REXSTORESPARTSTORE.COM	1/21/2012
RITZCAMERAPARTSEARCH.COM	1/21/2012
RITZCAMERAPARTSTORE.COM	1/21/2012
SAMSCLUBPARTSEARCH.COM	1/21/2012
SAMSCLUBPARTSTORE.COM	1/21/2012
SAMSUNGPARTSEARCH.COM	1/21/2012
SEARSPARTSEARCH.COM	1/21/2012
SEARSPARTSTORE.COM	1/21/2012
SERVICENETPARTSEARCH.COM	1/15/2012
SHARPERIMAGEPARTSEARCH.COM	1/21/2012
SHARPERIMAGEPARTSTORE.COM	1/21/2012
SHARPPARTSEARCH.COM	1/21/2012
SHARPPARTSEARCH.NET	1/21/2012
SHOPKOPARTSEARCH.COM	1/21/2012
SHOPKOPARTSTORE.COM	1/21/2012
SOUNDADVICEPARTSEARCH.COM	1/21/2012
STAPLESPARTSEARCH.COM	1/21/2012
STAPLESPARTSTORE.COM	1/21/2012
TARGETPARTSEARCH.COM	1/21/2012
TARGETPARTSTORE.COM	1/21/2012
THEAMAZONOFPARTS.COM	1/21/2012
THEAMAZONOFPARTS.INFO	6/12/2011
THEAMAZONOFPARTS.NET	1/21/2012
THEPARTCENTER.COM	1/21/2012
THEPARTSAMAZON.COM	1/21/2012
THEPARTSAMAZON.INFO	6/12/2011
THEPARTSAMAZON.NET	1/21/2012
THEPARTSEARCH.COM	1/15/2012
THESHARPERIMAGEPARTSEARCH.COM	1/21/2012
TIGERDIRECTPARTSEARCH.COM	1/21/2012
TIGERDIRECTPARTSTORE.COM	1/21/2012
TOTALPARTSMANAGEMENT.COM	1/21/2012
TOTALPARTSMANAGEMENT.NET	1/21/2012

Domain Name	Expires
TOTALPARTSMANAGEMENT.ORG	4/10/2011
TOWERRECORDSPARTSEARCH.COM	1/21/2012
TOWERRECORDSPARTSTORE.COM	1/21/2012
TOYSRUSPARTSEARCH.COM	1/21/2012
TOYSRUSPARTSTORE.COM	1/21/2012
TWEETERPARTSEARCH.COM	1/21/2012
TWEETERPARTSTORE.COM	1/21/2012
TWGPARTSEARCH.COM	1/15/2012
ULTIMATEPARTSEARCH.COM	1/21/2012
UPSPARTSEARCH.COM	1/21/2012
UPSPARTSEARCH.NET	1/21/2012
UPSPARTSTORE.COM	1/21/2012
UPSPARTSTORE.NET	1/21/2012
VIEWSUPPORT.COM	1/21/2012
VIEWSUPPORT.NET	1/21/2012
WALMARTPARTSEARCH.COM	1/21/2012
WALMARTPARTSTORE.COM	1/21/2012
WARRANTECHPARTSEARCH.COM	1/21/2012
WHISTLERMPC.COM	1/21/2012
WHISTLERMPC.NET	1/21/2012
WHISTLERMPC.ORG	10/24/2011
WIZPARTSEARCH.COM	1/21/2012
XML-PARTS.COM	1/21/2012
XML-PARTS.INFO	5/13/2011
XML-PARTS.NET	1/21/2012
XML-PARTS.ORG	5/13/2011
XMLPARTS.COM	1/21/2012
XMLPARTS.INFO	5/13/2011
XMLPARTS.NET	1/21/2012
XMLPARTS.ORG	5/13/2011
YAHOOPARTSEARCH.COM	1/21/2012
YAHOOPARTSOLVER.COM	1/21/2012
YAHOOPARTSTORE.COM	1/21/2012
ZANANETWORKPARTSEARCH.COM	1/15/2012

Schedule 3.6(ii)
Licenses

Pursuant to Service Agreements dated July 24, 2009 and March 15, 2007, Seller granted Best Buy Enterprise Services, Inc. ("Best Buy") a license to software used in providing service to Best Buy. Seller also entered into a Software License Agreement with Best Buy dated October 26, 2001.

Schedule 3.6(iii)
Status of Intellectual Property

Certain Domain Names set forth in Schedule 3.6(i) include third party names. Seller may not have a valid and/or enforceable right to use the third party names included in such Domain Names. For the avoidance of doubt, the foregoing disclosure does not apply to any of the Domain Names listed below:

Domain Name	Expires
partstore.be	9/19/2011
partstore.de	9/19/2011
partstore.dk	9/19/2011
PARTSEARCH.COM	1/15/2020
PARTSEARCH.INFO	3/14/2011
PARTSEARCH.NET	1/21/2012
PARTSEARCH.ORG	5/4/2011
PARTSEARCH.TW	9/19/2011
PARTSEARCHTECHNOLOGIES.BIZ	3/13/2011
PARTSEARCHTECHNOLOGIES.COM	1/21/2012
PARTSEARCHTECHNOLOGIES.INFO	3/14/2011
PARTSEARCHTECHNOLOGIES.NET	1/21/2012
PARTSEARCHTECHNOLOGIES.ORG	5/4/2011
PARTSOLVE.NET	1/21/2012
PARTSOLVE.ORG	4/4/2011
PARTSOLVER.BIZ	10/21/2011
PARTSOLVER.CA	7/29/2011
PARTSOLVER.COM	1/21/2012
PARTSOLVER.INFO	10/22/2011
PARTSOLVER.NET	1/21/2012
PARTSOLVER.ORG	7/26/2011
PARTSOLVER.US	10/21/2011
PARTSSEARCH.INFO	3/14/2011
PARTSTORE-CANADA.CA	7/29/2011
PARTSTORE-CANADA.COM	1/21/2012
PARTSTORE.BIZ	7/3/2011
PARTSTORE.COM	1/15/2020
PARTSTORE.INFO	7/4/2011
PARTSTORE.MOBI	5/13/2011
PARTSTORECANADA.CA	6/10/2020
PARTSTORECANADA.COM	1/15/2012

From time to time, Seller has received cease and desist letters from third parties relating to the use of their brand or images on the Partstore.com website. Seller has made reasonable efforts to comply with these requests.

Schedule 3.7

Software and Systems

(a) As a result of the Lefthand Networks server that crashed on or around December 30, 2010, Seller was required to reconfigure some systems supporting the Parstore.com website.

(b) The following Privacy Policy of Seller has been in place since October 1, 2009 and is currently posted on the Seller's website:

> "PartStore.com realizes that customers are concerned about how the information they provide online will be used. This privacy policy will address those concerns. We are committed to protecting your privacy. We may use the information that we collect about you online to process your order and provide a more personalized shopping experience.
>
> When placing an order, we ask you to provide information online including your name, mailing address, e-mail address and credit card information. All information is stored on a highly secured server that is not accessible through the Internet.
>
> To continuously assess the value of our online shopping experience, we may track the way customers use our site; however, this information is analyzed only in the aggregate and not at the individual level. To this end, the information you provide us will help us tailor our communications and product offerings so that you receive more of what you want and less of what you don't want when shopping with us.
>
> **We will not rent or sell your email address without your consent, and do not send promotional emails to anyone on our "Do Not Send" list.**
>
> We may notify you from time to time of special offers and information via e-mail that may be of interest to you. If you do not wish to receive these e-mails, you may include yourself on our "Do Not Send" list by clicking on the "unsubscribe" link at the bottom of the email you have received. Even so, you may continue to receive non-marketing messages from us (for example, messages regarding Website technical and security issues or delivery information), and you cannot opt-out of receiving such non-marketing messages. We also reserve the right, from time to time, to re-contact former users of our Websites.
>
> We may use your information for these purposes:
>
> - To deliver services, such as educational programs, information, newsletters or software you request or purchase;
> - To alert you to special offers, updated information and other new services from us, or other third parties, or to forward promotional materials;
> - To complete a transaction or service requested by you;
> - To fulfill the terms of a promotion;
> - To ensure the Sites are relevant to your needs;
> - To help us create and publish content most relevant to you;
> - To notify you about a material change to this privacy policy or the Visitor Agreement, if necessary;
> - To allow you access to limited-entry areas of the Sites; and
> - To contact you in response to sign up forms such as Contact Us or Order Inquiry.

If you do not wish to receive emails from us, please click here.

PartStore.com may update its privacy policy periodically and use of the information we collect is subject to the privacy policy in effect at the time of use. If a change is made, we will post the updated policy on this site and we encourage you to periodically check our policy. By using our website after change in the privacy policy is made, you consent to the updated policy. If you have any questions or concerns regarding our privacy policy, please contact us."

Schedule 3.9
Litigation

In addition to the Seller Chapter 11 Case:

Action or Proceeding	Nature of Proceeding	Court	Status
Global Transol, LLC v. Partsearch Technologies, Inc.; Index No. 38220-10	Collection Action	City Court: City of Kingston, County of Ulster, State of New York	Pending
Craig Wenzel v. Partsearch Technologies, Inc.; Case No. 1:10-cv-08903-VM	Fair Labor Standards Act (WARN Action)	United States District Court for the Southern District of New York	Pending
George L. Miller, in his capacity as Chapter 7 Trustee of Tweeter Opco, LLC, et al. v. Partsearch Technologies, Inc.; Chapter 7 Case No. 08-12646; Adv. Pro. No. 10-54090	547 Preference Action	United States Bankruptcy Court for the District of Delaware	Pending
Appliance Parts Depot, Inc. v. Partsearch Technologies, et al.	Potential Collection Action	N/A	Potential Collection Action
Fox International Ltd., Inc. v. Partsearch Technologies, Inc. Case No. Unknown	Collection and Breach of Contract Action	Cuyahoga County, Ohio Court of Common Pleas	Pending
In re: Partsearch Technologies, Inc. Involuntary Chapter 7 Case No. 11-10261-MG	Involuntary Chapter 7 Case	United States Bankruptcy Court for the Southern District of New York	Filed 1/25/11

Schedule 3.10
Compliance with Laws

See description of WARN Action proceeding set forth in Schedule 3.9 herein.

Schedule 3.11
Financial Statements

- While the reserve for liability to Best Buy appears adequate, it is unclear whether the division between current year income and prior year income is appropriate.

- Accounts receivable include amounts due from Best Buy of approximately $3million without reserve. GAAP may have required a reserve to be booked.

- The financial statements do not include a reserve for contractual pricing liabilities potentially associated customers other than Best Buy. Such a reserve would reduce earnings and balance sheet equity by an unknown amount.

- The financial statements are presented as if the Seller is a going concern. Given the Seller's current ratio, it may have been more appropriate to present the Seller as a non-going concern.

- The balance sheet does not reflect the potential impact of contractual option rights afforded to certain preferred equity holders.

- Accrued expenses related to the internal investigation of the Best Buy matter may be understated. Increasing the accrual would decrease balance sheet equity and decrease earnings.

Schedule 3.12
Absence of Changes

Employees who have left since November 11, 2010:

Rob Russo
Gerry Sturock
Ron Totaro
Bob McMullan

Directors who have left since November 11, 2010:
Ron Totaro
Howard Morgan
James Schubacher
Derek Jones

Damaged equipment

As a result of the Lefthand Networks server that crashed on or around December 30, 2010, Seller was required to reconfigure some systems supporting the Parstore.com website.

Litigation

See the descriptions of the proceedings set forth in Schedule 3.9 herein.

Schedule 3.13
Customers and Suppliers

See the descriptions of the proceedings set forth in Schedule 3.9 herein.

Schedule 3.14
Permits

Seller is registered to do business in Delaware, New York, Texas and North Dakota.

Seller has sales tax registrations in the following states in the U.S. and in the following provinces in Canada:

Alabama	Arizona	Arkansas
California	Colorado	Connecticut
Florida	Georgia	Hawaii
Idaho	Illinois	Indiana
Iowa	Kansas	Kentucky
Louisiana	Maine	Maryland
Massachusetts	Michigan	Minnesota
Mississippi	Missouri	Nebraska
Nevada	New Jersey	New Mexico
New York	North Carolina	North Dakota
Ohio	Oklahoma	Pennsylvania
Rhode Island	South Carolina	South Dakota
Tennessee	Texas	Utah
Vermont	Virginia	Washington
Washington DC	Wisconsin	Wyoming
British Columbia, Canada	Saskatchwan, Canada	Prince Edward Island, Canada
Manitoba, Canada	Ontario, Canada	Canada Customs GST, Canada

Schedule 3.15(a)
Material Contracts

	Counterparty	Date Signed
Affiliate Contracts		
	AMT	6/16/2009
	Assurant	3/16/2009
	Circuit City	N/A
	CompUSA	N/A
	Costco	4/13/2007
	Crutchfield	11/18/2006
	Electronic Expo	3/20/2008
	GE(HH GREGG)	7/14/2006
	HH Gregg	1/18/2005
	Radio Shack	3/12/2004
	RC Willey	8/29/2005
	Samsung	11/8/2006
	Sears	10/22/2007
	Service Net	3/26/2008
	Service Power	8/7/2009
	The Home Depot	09/08/08
	Tiger Direct	N/A
	TWG	10/9/2008
	Ultimate	1/18/2002
	WarranTech (E) M	5/12/2009
	WLI	5/28/2009
	WLI2 (NEW)	4/22/2008
	Zana	12/21/2007
Service Level Agreements		
	Cisco	N/A
	EMC	3/24/2010
	LeftHand	N/A
	Omniture (Adobe)	N/A
	Trendmicro	N/A
	VMware	9/10/2010
	Millennium Storage Management	N/A
Vendor Management Agreements		
	Encompass	N/A
	A-1 Appliance	N/A
	AdvanceVideo	5/18/2010
	ALVI Electronics	8/30/2000
	Amergence	N/A
	Amstron	N/A
	AMS Electronics	4/28/2010

	Counterparty	Date Signed
	Arclyte	5/13/2009
	Battery Biz	N/A
	CDI	N/A
	CGI	N/A
	CPA	N/A
	Crutchfield	N/A
	CWD	3/26/2010
	CWG	3/30/2010
	DataComm	N/A
	DDI	N/A
	Direct Distributing	2/26/2010
	Electronics Doctor	6/4/2010
	Fox	8/14/2008
	Global Electronics	N/A
	Mass Integreated	N/A
	Merrill Tech	N/A
	MI Technologies	N/A
	Mobileistic	N/A
	Micro Product Distributors	1/16/2008
	National Parts Depot	N/A
	New Age	4/15/2008
	One Life Digital	N/A
	Pac Parts	N/A
	Partpoint	N/A
	Portable Components	N/A
	Professional Lamps	3/3/2010
	Quality Cartridges Inc	N/A
	Reliable	N/A
	Segue	4/1/2010
	ShopJimmy	N/A
	Stampede	N/A
	TTE Techhnology	N/A
	TurfDepot	N/A
	Turnpike Appliances Services	N/A
	Union	N/A
	Vizparts	N/A
	VMA	N/A
Other Agreements		
	Verizon	N/A
	AT&T	N/A
	Net Access	N/A
	CyberSource	N/A
	Lighttower	N/A
	dotCMS	N/A

Schedule 3.15(b)
Assumed Contracts

N/A

Schedule 3.16
Taxes

A sales tax audit is ongoing in Florida.